

Beacon's Beach Coastal Bluff Landscape Restoration Plan

Prepared by:

**City of Encinitas
505 S. Vulcan St.
Encinitas, CA 92024**

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1 INTRODUCTION

The primary purpose of restoring Beacon's Beach coastal bluff is to preserve the Beacon's Beach access trail through lessening surface erosion and stabilizing soil by establishing native plants on plantable areas of the bluff. Native plant communities along coastal bluffs play a major role in stabilizing coastal bluffs and counteracting erosive forces. Low-growing plants catch and slow rainfall and reduce surface water runoff velocity. Plants draw water up through their stems or trunks and branches to their leaves and into the air by the mechanism of transpiration, thereby removing water from the soil. Plant roots provide a fibrous web that stabilize and anchor soil. The roots of many woody native brush species penetrate deeply across soil layers, thus increasing the soil's shear strength and reducing risk of shallow landslides. Native bluff species are adapted to maritime environments and persist in the face of changing coastal conditions, continuing to minimize surface erosion and provide soil stabilization. This Beacon's Beach Coastal Bluff Restoration Plan (Restoration Plan) serves as the implementation guide to accomplishing these goals.

Beacon's Beach is located at Leucadia State Beach at the west end of Leucadia Boulevard, with access off Neptune Avenue in Encinitas (Figure 1). The existing beach access at Beacon's Beach consists of a dirt trail beginning at a public parking lot off Neptune Avenue and leading down across the face of the coastal bluff.

Beacon's Beach and the access to the sand was historically created by a series of massive landslides between faults that run through the Beacon's Beach access path (Stroh 2001). In 1982 and 1983, previous stairway structures were damaged by additional landslide movement during winter storms. Since 1982/83, the landslide areas have experienced additional instability, with the most recent bluff sloughing occurring in April 2020.

To enhance the beach access at Beacon's Beach, the City of Encinitas (City) sought to install a stairwell from the more stable sections of the existing public parking lot on Neptune Avenue. The City held two public workshops to discuss the design of a new staircase. During the October 8th and October 15th, 2018 Beacon's Beach Workshop I and II (Agendas & Webcasts; City of Encinitas 2018), the public voiced a strong desire to see the bluff planted with California native material. Thus, the development and implementation of this Restoration Plan accomplishes a secondary goal: responding to stakeholder requests for native plant improvements along the Beacon's Beach access trail.

1.1 Restoration Plan Elements

The restoration elements included in this Restoration Plan include:

1. Summary of existing coastal bluff conditions present on the site, as well as

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ownership and regulatory context

2. Specific restoration goals
3. Evaluation of steps for implementation
4. Identification of site constraints
5. Restoration design elements:
 - a. Planting programs, including removal of exotic species, sources of plants and/or seeds (local, if possible), protection of existing native plants, methods for preserving top soil and augmenting soils with nitrogen and other necessary soil amendments before planting, timing of planting, plans for irrigation until establishment, and general planting locations;
 - b. Proposed stormwater control measures, staging and access areas.
 - c. Identified management and maintenance requirements.
 - d. Specifications for continual public access.
 - e. Conceptual restoration plan map at 1"-100' scale.

2 EXISTING CONDITIONS

2.1 Land Use

Land uses surrounding the Project site include beaches, open space, and neighborhood residential. This site is under public agency use by the City and is owned by the California Department of Parks and Recreation. The site is bounded to the north and south by residential properties, and to the east by Neptune Avenue and an adjacent public parking lot.

2.2 Property Ownership

The California Department of Parks and Recreation owns Leucadia State Beach (Beacon's Beach) and authorizes the City to develop, operate, control, and maintain premises. The City agreed to accept premises in "AS-IS" condition and is tasked to maintain the beach in a safe and tenable condition, under the direction of the Operating Agreement (Appendix A; State of California 2008). Upon written permission of the State, the City may improve the premises by constructing and operating public facilities, concessions, or other general improvements in accord with the General Plan. Written permission to proceed with the proposed restoration was obtained on November 9, 2020 (Appendix B; State of California 2020). All measures and conditions of approval were incorporated into the current restoration plan.

2.3 Regulatory Context

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The California Coastal Act was enacted to protect the California coastline by managing the conservation and development of coastal resources through land use planning and regulation. Under the California Coastal Act, the Coastal Commission regulates impacts to environmentally sensitive habitat areas in the “coastal zone” and requires a coastal development permit for almost all development within this zone. An environmentally sensitive habitat areas (ESHA) is defined in Section 30107.5 of the California Coastal Act as, “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could easily be disturbed or degraded by human activities and development.”

The entire Project site is within the Coastal Zone as defined by the Coastal Act. Section 30240 of the California Coastal Act requires that ESHA be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas. The restoration described herein has been designed to limit land disturbance and enhance the habitat value of the entire site, including areas considered ESHA.

2.4 Coastal Bluff Characteristics

2.4.1 Geology and Soils

The coastal bluffs along Beacon's Beach are underlain by Pleistocene and Eocene sedimentary formations (Woodward Clyde 1990). The base of the bluffs is composed of Eocene siltstone and claystone with interbedded sandstone assigned to the Ardath Shale. The relatively resistant formations create near vertical sea cliffs along the lower portion of the coastal bluffs bordering the slide area. Pleistocene terrace deposits comprise the upper portion of the bluff. The terrace sands are relatively homogeneous, medium dense to dense, silty fine sands that are typically friable and prone to erosional gullies. Per Natural Resources Conservation Service Web Soil Survey, the Project site is comprised of soil type B, which has a moderate infiltration rate when thoroughly wet, and soil type D which has a very slow infiltration rate. The transition between the bottom of the bluffs and the beach define this soil divide (RRM 2020).

The Beacon's Beach bluff has experienced historic and continuing slope instability that is associated with a major coastal landslide (Woodward Clyde 1990). Previous stairway structures were damaged by landslide movement during winter storms in 1982/83. Since then, the landslide has experienced additional instability, including recent bluff face collapses under the trail along the upper bluff from high rain events in April 2020. This upper bluff area was repaired in May 2020 with a wood lagging retaining wall, under an emergency coastal development permit.

The historic landslide encompasses virtually all the bluff below the Beacon's Beach parking lot. The slide is approximately 400 feet long (measured parallel to the beach) and about 120 feet wide. The upper bluff is the headscarp of the landslide (which did not translate seaward when the

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landslide occurred). Portions of the upper bluff along the parking lot are nearly vertical, devoid of vegetation and appear over steepened. The body of the landslide is at the flatter slopes and consists of landslide debris. The middle to lower portions of the Project site are the areas proposed for planting, seeding and maintenance.

2.4.2 Groundwater

Groundwater levels have been monitored near the toe of the historic landslide area and where the terrace deposits meet the weathered Ardath Shale. Groundwater elevations have been recorded at about 25 feet above mean sea level height, 12 feet above mean sea level height and 8 feet above mean sea level height (AECOM 2018). The source of the groundwater within the bluff areas is from inland areas. Test pits near the southern margin of the historic landslide at Beacon's Beach showed a flow of several gallons per minute, which was consistent with the release of naturally perched groundwater, combined with free draining low tide backflow to the beach.

2.4.3 Vegetation Communities and Land Cover Types

Vegetation communities were recently mapped by field surveys in winter 2019/20 using nomenclature to match the current "California Natural Community List" (Figure 2; CDFW 2020). Vegetation communities were classified based on site factors, descriptions, distribution, and characteristic species present. Information such as dominant species and associated cover classes, aspect, and visible disturbance factors were also recorded. Vegetation classifications followed Holland, as modified by Oberbauer (2005) and Sawyer and Keeler Wolf (1995).

In general, the predominant native vegetation communities associated with the coastal bluff are adjacent to the trail, in areas that have been planted with the supported species that include bladderpod (*Cleome isomeris*) and California sunflower (*Encelia californica*). Results of the surveys are presented in the Table 1 and Figure 2.

Table 1
Vegetation Community and Land Cover Types

Vegetation or Land Cover Type	Acreage
Diegan Coastal Sage Scrub: Coastal Form	0.02
Maritime Succulent Scrub	0.005
Southern Coastal Bluff Scrub (Disturbed)	0.29
Disturbed Habitat - Ice plant	0.27
Disturbed Habitat - Acacia	0.06
Disturbed Habitat – Russian thistle	0.07
Beach/Sand	0.30
Unvegetated Bluff/Trail	0.29
Totals	1.30

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Diegan Coastal Sage Scrub (Coastal Form)

Coastal sage scrub consists predominantly of low-growing, aromatic, and generally soft-leaved shrubs. Diegan coastal sage scrub is a native plant community characterized by soft, low, aromatic, shrubs and subshrubs characteristically dominated by drought-deciduous species (Oberbauer 2005). This community typically occurs on sites with low moisture availability, such as dry slopes and clay-rich soils that are slow to release stored water. The representative species in this habitat type are California sage (*Artemisia californica*), flat-topped buckwheat (*Eriogonum fasciculatum*), black sage (*Salvia mellifera*), saw-tooth goldenbush (*Hazardia squarrosa*), and laurel sumac (*Malosma laurina*).

Within the Project site, flat-topped buckwheat is present in small amounts.

Maritime Succulent Scrub

This vegetation community consists of low (knee to waist high), open (25-75% cover) scrub dominated by drought deciduous shrubs. The ground is generally bare between the shrubs. Maritime succulent scrub species are found on thin rocky or sandy soils, often on steep slopes of coastal headlands and bluffs. Characteristic species include Shaw's agave (*Agave shawii*), California sage, bush sunflower (*Encelia californica*), San Diego barrel cactus (*Ferocactus viridescens*), California box thorn (*Lycium californicum*), and coastal prickly pear (*Opuntia littoralis*).

Within the mapped maritime succulent scrub area in the Project site, bush sunflower and, to a lesser extent, California box thorn are present.

Southern Coastal Bluff Scrub (disturbed)

Southern coastal bluff scrub is generally dominated by bush sunflower, bladderpod, flat-topped buckwheat, coastal cholla (*Cylindropuntia prolifera*), coastal prickly pear, and at some locations, locally dense areas of California boxthorn.

Southern coastal bluff scrub occurs throughout much of the trail portion of the Project site. Onsite, this vegetation type is dominated by bush sunflower (*Encelia californica*); it occurs as a monoculture in many of the southern coastal bluff scrub patches. In areas where other southern coastal bluff species are present, such as bladderpod (*Isomeris arborea*), non-native species are also present. The most common non-native species making this a disturbed vegetation community are hottentot fig (*Carpobrotus edulis*), garland chrysanthemum (*Glebionus coronaria*) and sea rocket (*Cakile maritima*). Removal and maintenance of these non-native species is proposed herein in this Restoration Plan. With persistent maintenance, native plant species are expected to fill in areas of disturbance.

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Disturbed Habitat

Disturbed habitat refers to areas that are not developed yet lack vegetation or support non-native species, and generally are the result of severe or repeated perturbation.

The disturbed habitat onsite includes an area that was graded following a landslide and planted in the past. The disturbed areas onsite are dominated by hottentot fig, acacia (*Acacia* sp.) and a mix of non-forbs and shrubs that include sea rocket and garland chrysanthemum.

Beach/Sand

Beach refers to areas that are subject to tidal inundation and are generally composed of sand. Beach areas are infrequently tidally inundated, whereas tidal flat or mudflat areas are inundated daily.

Though no beach areas are slated for planting in this Project, the adjacency is noted. Areas that are mapped as beach are lacking vegetation.

Unvegetated Bluff/Trail

The bare portion of the Project site refers to the parking lot at the top of the bluff that provides for day-use parking. The trail section of the Project site refers to the dirt switchback trail that allows for coastal access to the beach.

2.4.4 Wildlife

The habitat within the Project area supports a minimal number of common wildlife species found in coastal locations and within disturbed and/or urbanized areas. This is expected, as the habitat within the Project site lacks cover and structural diversity and is dominated by non-native species providing relatively few resources for wildlife. Typical wildlife species commonly observed on site include California gull (*Larus californicus*), American crow (*Corvus brachyrhynchos*), black phoebe (*Sayornis nigricans*), and house finch (*Carpodacus mexicanus*). Reptile species that are likely to occur include western fence lizard (*Sceloporus occidentalis*), side-blotched lizard (*Uta stansburiana*), and potentially gopher snake (*Pituophis melanoleucus*). Common species of mammal have been observed in upland parts of the site including brush rabbit (*Sylvilagus bachmanii*) and California ground squirrel (*Spermophilus beecheyi*). Other mammals adapted to living in areas near human disturbance, such as striped skunk (*Mephitis mephitis*) and Virginia opossum (*Didelphis virginica*), may also occur on the site.

Several bird species use the adjacent intertidal areas. Within the shorebird group, the most common species include California gull, western sandpiper (*Calidris mauri*), willet (*Tringa semipalmatus*), and whimbrel (*Numenius phaeopus*), and in offshore areas California brown pelican (*Pelecanus occidentalis*), Caspian tern (*Hydroprogne caspia*), California least tern (*Sterna antillarum browni*), and double-crested cormorant (*Phalacrocorax auritus*) are often

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observed.

2.4.5 Special-Status Species

Special-status species are those species that have been afforded special recognition by Federal, State, or local resource agencies or organizations. Special-status species are defined as meeting one or more of the following criteria: listed as threatened or endangered or candidates for future listing as threatened or endangered under the federal Endangered Species Act (FESA) or California Endangered Species Act (CESA); listed as species of concern by CDFW; bird species identified by the Service as Birds of Conservation Concern (USFWS 2008) plant species considered by the CNPS to be “rare, threatened, or endangered in California” (California Rare Plant Rank 1A, 1B, and 2, as well as CRPR 3 and 4 plant species); a plant listed as rare under the California Native Plant Protection Act; or a plant considered a locally significant species, that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region or is so designated in local or regional plans, policies, or ordinances including Multiple Species Conservation Program (MSCP).

No special-status species were observed in or adjacent to the Project site. There is potentially suitable habitat on or near the Project that could support California least tern (*Sternula antillarum browni*) or western snowy plover (*Charadrius nivosus nivosus*), which are both special status species found to nest, roost or forage on an Encinitas beach in the southern portion of the City (USFWS 2012). However, with high tides, consistent human presence and the potential for birds of prey to roost along the adjacent bluff, nesting and roosting of these special status species is highly unlikely.

3 SITE OPPORTUNITIES AND CONSTRAINTS

Installation of the Project shall be conducted by hand and in areas that are heavily disturbed with non-native species, therefore only a handful of constraints challenge the successful implementation of the Project. Table 2 discusses various potential constraints and how they may relate to the success of the proposed restoration activities.

Table 2
Opportunities and Constraints Related to the Installation of the Restoration Plan

Category	Specific Issue	Design Consideration
Hydrology/Groundwater	Location suitable for habitat restoration	Once established, native species adapted to maritime conditions will be supported by natural rainfall, fog and mild climactic conditions that are present on the coast. Additionally, the presence of perched groundwater will significantly contribute to the development of the planted/seeded species once plants are established in the first two years.

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Unstable Geology	Weeding and planting could result in increased erosion on already unstable bluffs.	Planting and weeding are to be completed in phases to minimize disturbance. Erosion control and BMPs will be used to reduce erosion until restoration is complete and the native vegetation is fully established.
Existing Conditions	Existing conditions can be categorized as largely degraded due to slides and the presence of non-native species	Currently the site supports primarily non-native annual plant species. Once restored, the native species should be able to develop within several months with maintenance and professional restoration techniques. The site shall remain relatively undisturbed due to existing trails leading to the beach and difficult public access outside of the trail. The Beach Ambassador Program will work to utilize volunteers to deter folks from accessing the beach outside of the trail. .
Accessibility	Constructability is feasible without new construction access	The site has suitable access for installation, staging, and transport of materials and workers.
Native plant establishment	Native plants will be outcompeted by non-natives	The planting program is designed to be adaptive by splitting the installation of the restoration site into two years. Container plant selection, seeded species and watering schedules can be adjusted to account for the best tactic in establishing the native plants.
Long term maintenance and management	Site is located within City leased areas, owned by the California Department of Parks and Recreation	A coastal bluff vegetation management guide is currently being developed to aid in directing the management of coastal bluffs in Encinitas. Long-term management shall be the responsibility of the City and shall be guided by the vegetation management guide. A Coastal Conservancy grant may enable a long-term monitoring program at the Project site.
Special-status species	Special-status species may be disturbed during Project installation	No special status species are known to occur in the Project area. Special status species may occasionally use the nearshore for foraging and could eventually use the beach for roosting and nesting, if supplemental sand is placed in the future. The Project will be installed by hand, using hand tools, thereby minimizing noise or accidental disturbance to any wildlife. The Project will have beneficial effects for special-status species after construction.

Currently, non-native annual herbaceous plants dominate the Project site (Table 3), leaving the loose topsoil susceptible to erosion from storm water and wind desiccation. Annual plant material provides very little erosion control as the vegetation is only available a short period of the year and the shallow roots decay rapidly. Thus, the Project seeks to enhance the function of the existing foliage onsite with perennial container plantings and seeds from native southern coastal bluff scrub species that are often both long-lived and deep rooted.




The southern coastal bluff scrub vegetation community is comprised of plant species that are specially adapted to exist in the difficult onsite conditions and falls within the General Plan planting requirements. Some plants go dormant during the dry period to avoid desiccation, which after establishment will be advantageous since the Project does not support permanent irrigation. Other southern coastal bluff scrub species have adaptations that include sclerophyll and/or small foliage that efficiently shed heat. The reduced surface area and fewer stomata reduce the evapotranspiration rate.

The plants in the southern coastal sage scrub plant palette (Section 4.2.1) have been selected to account for the extreme conditions of the site. As the Project site is west facing with no shade, plants with light colored or gray leaves will have an advantage since light colors reflect heat and absorb less

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light energy. Additionally, long-lived, woody shrubs that develop long tap roots will have an advantage in their ability to obtain water from deep sources. Deep rooted species are especially ideal to this site due to consistent groundwater flow. These species are anticipated to improve the perched groundwater flows, by utilizing the available water through uptake and transpiration (Acharya et al 2018). Less woody species, such as deerweed or black sage, have vast lateral root systems nearer to the surface. This adaptation allows plants to capitalize on dense fog or light precipitation events. These long-lived lateral roots are advantageous as they help retain soil and reduce erosion. Even during drought, many native shrubs and plants will be able to maintain relatively high-water potential through roots that extend a dozen feet below the surface.

Table 3
Photos (Existing Conditions)

	
Beacon's Beach Coastal Bluff and Trail (January 2020).	
	
The yellow flowering plants, California sunflower are native and shall remain in place and be avoided during restoration activities (April 2020).	Plantable and potential dune location, south end of Beacon's Trail (April 2020)

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4 RESTORATION PROJECT DESCRIPTION

4.1 Goals and Objectives

The overall goal of the restoration program is to create self-sustaining native southern coastal bluff scrub habitat that will stabilize soils, lessen erosion along the bluff and trail, and enable continued access to Beacon's Beach along the existing trail. To achieve this goal, a series of restoration activities described herein and depicted in Figure 3 are planned and include:

- Planting and establishment of native plant species in place of non-native species.
- Planting and/or seeding of bare coastal bluff areas to minimize surface erosion from wind, rain, and groundwater leaching.
- Beautification of the coastal bluff with native, flowering plant species.
- Increase carbon sequestration through increasing habitat.
 - Contributes to Section 3.1.6 Strategy 7 of the Climate Action Plan (CAP)
- Complies with CAP Adaptation efforts (Section 5.3.5, Prepare for Coastal Erosion and Predicted Sea-Level Rise) through Strategy 4 which requires coastal bluff improvements.

4.2 Planting Program

The planting program is designed to be adaptive. In Year One, the proposed container plants shall be planted, hydroseeded, weeded and maintained. In Year Two, the approach will be consistent with that of Year One, but additional restoration activities will be performed according to the results of the monitoring. In Year Two of the restoration install, container plants and seed palettes will be modified based on what was most successful during the first year. An evaluation of the hydroseeded areas will also be done between the completion of Year One and remedial planting in Year Two, to determine if additional hydroseeding in portions of the site is warranted. Photo-documentation of the work before and after completion will facilitate the planting program evaluations.

4.2.1 Plant Palette

Given the highly challenging conditions of the Project site, selection of plant material required careful consideration. A detailed planting list was created and based on the following criteria:

- Native to San Diego County or southern California, preferably species known to occur naturally on coastal bluff environments.
- Species that will tolerate the hot, windy, dry, and sandy conditions on the bluff and that will survive with no supplemental watering after establishment.
- Species that will tolerate alkaline soils.

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- Species with spreading, dense vegetative structure that will protect against raindrop impact and interrupt the overland flow of water down the slope.
- Species with extensive root systems that will help stabilize soil conditions.
- Species that would improve the aesthetic character of the slope.

Table 4 details the selected plants and seed for restoration of the bluffs. The selected species are commonly supported in southern coastal bluff scrub vegetation communities (Oberbauer 2005).

Table 4
Southern Coastal Bluff Scrub Planting and Seed Palette

Botanical Name	Common Name	Minimum PLS	Pounds per Acre	
<i>Acmispon glaber</i>	deerweed	65.67%	2	
<i>Artemisia californica</i>	California sagebrush	10%	2	
<i>Deinandra fasciculata</i>	tarweed	7.20%	2	
<i>Encelia californica</i>	bush sunflower	31.97%	3	
<i>Eschscholzia californica</i>	California poppy	73.72%	2	
<i>Frankenia salina</i>	Alkali heath	1.46%	1	
<i>Lasthenia californica</i>	goldfields	55.11%	2	
<i>Lupinus bicolor</i>	miniature lupine	92.44%	2	
<i>Plantago erecta</i>	dot-seed plantain	85.70%	1	
<i>Salvia apiana</i>	white sage	11.16%	2	
<i>Salvia mellifera</i>	black sage	66.84%	2	
		Total Pounds per Acre	20	
Botanical Name	Common Name	Container Plants	Average Spacing (feet on center)	Percent of Planted Area
<i>Acmispon glaber</i>	deerweed	1 gallon	4	3%
<i>Agave shawii</i>	Shaw's agave	1 gallon	3	1%
<i>Artemisia californica</i>	California sagebrush	1 gallon	4	3%
<i>Atriplex canescens</i>	four-wing saltbush	1 gallon	6	7%
<i>Baccharis pilularis</i>	coyote bush	1 gallon	4	2%
<i>Elymus condensatus</i>	giant wild rye	1 gallon	4	4%
<i>Encelia californica</i>	bush sunflower	1 gallon	5	4%
<i>Eriogonum fasciculatum</i>	buckwheat	1 gallon	3	2%
<i>Eriogonum parviflorum</i>	coastal buckwheat	1 gallon	3	4%
<i>Euphorbia misera</i>	cliff spurge	1 gallon	3	1%
<i>Isocoma menziesii</i>	coast goldenbush	1 gallon	5	3%
<i>Leptosyne maritima</i>	sea dahlia	1 gallon	3	2%
<i>Lycium californicum</i>	box thorn	1 gallon	5	5%

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<i>Peritoma arborea</i>	bladder pod	1 gallon	6	6%
<i>Rhus integrifolia</i>	lemonade berry	1 gallon	6	6%
<i>Salvia apiana</i>	white sage	1 gallon	4	3%
<i>Yucca schidigera</i>	Mojave yucca	1 gallon	4	1%

4.2.2 Planting Technique

To ensure adequate establishment and balanced representation of each species within each habitat, plantings will occur in groupings. Specifically, each species will be planted in groupings of three-to-four individuals in a reasonably random grouping pattern within the planting zones. To ensure that large monoculture plant groupings do not result in this design, each species grouping cannot occur immediately adjacent to another grouping of the same species. This method should result in a random patchwork of each species across each habitat zone, mimicking natural growth patterns. Initially, these plantings will appear sparse, but plantings are expected to establish quickly and naturalize within two to three years to form cover typical of the coastal bluff habitats.

Most of the plant material will be provided in one-gallon pots, which have been successfully used before in bluff restoration projects. All plants will be planted according to industry standards, in holes of sufficient depth to accommodate the root mass and any attached soil. Holes will then be backfilled with native soil and humus. Care will be taken to ensure that the entire root mass is buried and not exposed to air and sunlight. The site is highly infested with California ground squirrel so herbivory control will be implemented in the form of cages.

A total of 700 container plants is proposed for installation. The container plants will be one-gallon size and have the appropriate organic soil amendments (i.e. compost humus) installed in the backfill. All container plant locations will have pin flags installed with a different color representing each species to track survivability over the course of the Project.

4.2.3 Hydroseeding

Hydroseeding is a planting process which utilizes a slurry of seed and mulch and is sprayed over prepared ground in a uniform layer. It promotes quick germination and inhibits soil erosion. The mulch in the hydroseed mixture helps maintain the moisture level of the seed and seedlings. All seeds will be clearly labeled showing type of seed, test date, the name of the supplier, and percentage total germination content. Labels for each seed delivered to the site will be inspected and approved by the contractor Project Manager and/or City Project Manager prior to mixing and application. The tank where the hydroseed is mixed must be rinsed and cleared of all remanent seedmix prior to mixing the proposed seedmix for the Project. All mixes are to include the specified seed mix at the prescribed rates per acre; wood fiber hydromulch at 2,500 pounds per

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acre; and a commercial binder (Az-Tac or equivalent) at 150 pounds per acre. All material will be delivered to the site in original, unopened containers bearing the manufacturer's guaranteed analysis. All seed mixes will be stored in a dark, cool place and not be allowed to become damp. Installation between the months of October to January are necessary for allowing establishment during the cooler and wetter time of the year. While the initial seed application is proposed to consist of hydroseeding, additional seed may be hand broadcast, should the seed not be available at the time of initial hydroseed installation. The contractor shall consult the City if a given species on the plant palette will not be available for inclusion into the initial hydroseed mix. If seeding is successful as determined by the observance of seed sprouts, the same seed mix shall be applied for any remedial seeding needed. If specific species are unsuccessful onsite, the hydroseed mix shall be adjusted.

4.2.4 Watering

Watering will be accomplished using a water truck filled from an adjacent hydrant meter. Hoses will be run from the water truck and the container plant basins will be filled during each visit. Water will only be applied in container plant basins. All container plants will be watered immediately after planting. All hydroseed will be reliant on natural rainfall to supplement germination and growth.

The water truck will be used to provide supplemental water to the restoration sites until plantings have become established in Year One and Year Two. The need for watering to continue beyond the first two years will be evaluated by the City in consultation with the contractor and based on the overall survival and vigor of the planted material. The watering schedules will depend on the natural rainfall and will mimic normal climate conditions to the maximum extent practical (i.e. no watering in the summer). The amount of water and duration of irrigation will be determined by the contractor and approved by the City geologist. Each watering episode will allow for deep penetration of the water into the soil. Deep soaking of the soil will promote good root development and will enhance survivorship of container stock. Watering will be phased out gradually depending on the local weather conditions during the establishment period (e.g., after the first one or two growing seasons).

4.2.5 Erosion Control and Water Quality Protection

The hydroseed mix shall include bonder fiber matrix, which utilizes a continuous layer of elongated fiber strands held together by a water-resistant bonding agent. It eliminates direct rain drop impact on soil. Bonded fiber matrix will biodegrade completely into a mulch layer that is beneficial to plant growth.

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Soil disturbance will be avoided to the greatest extent possible during all weed controls efforts. The contractor shall implement best management practices (BMPs) to protect water quality, air quality, and biological/wildlife resources. Additionally, BMPs will be installed as needed to stabilize steep and bare areas of the bluff. No plastic netting of any kind (including netting around straw wattles) can be used onsite; only biodegradable materials will be used for BMPs. Only hand tools will be used to remove and/or plant container species. The Construction General Permit does not apply to this Project site and a stormwater pollution prevention plan (SWPPP) will not need to be prepared.

4.3 Installation Methods

This section describes the installation methods and hand-held tools and equipment that could be used for the restoration.

4.3.1 Mobilization and Vegetation Removal

Prior to any site preparation, the project site will be professionally surveyed and demarcated to ensure all restoration activities will occur within City-leased areas only. All areas to be planted will be prepped for container plant installation, as well as hydroseed application. Preparation activities primarily involve removing dead plants and controlling non-natives. Non-native species control will be accomplished using a combination of manual removals, weed whipping and targeted herbicide applications, with the resulting brush, trash and debris disposed of in a safe and legal manner. These maintenance areas shall also be demarcated with colored pin flags, which will indicate the corresponding non-native species control method (i.e. hand-pulling, weed whipping, etc.). To the maximum extent practicable, a weed whipper will be used to treat non-native plants; this will occur in designated areas of the bluff to allow roots from the non-native species to be left intact to provide soil stabilization while still enabling space for planting and hydroseeding. Thinning of the plants will be required to enable direct application of hydroseed onto bare soil. Non-native plants shall be removed by hand when possible by the Maintenance Contractor, with a maximum of five – six crew members working on the bluff at a time.

4.3.2 Access Routes

Water trucks, crew vehicles and other equipment transporting material to the Project site would utilize Leucadia Blvd and Neptune Avenue. Staging areas would be in the southern portion of the parking lot, eight parking spots will be fenced off for staging purposes. A nearby fire hydrant will be used to fill the water truck for watering events which will reduce surface street traffic.

4.3.3 Installation Activity Timelines and Environmental Constraints

Beacon's Beach Coastal Bluff Landscape Restoration Plan

The timing and phasing of the various installation activities are important considerations in restoration planning. Installation between the months of October to January are ideal for allowing establishment during the cooler and wetter time of the year. The site would be cleared of targeted non-native species first. Stormwater BMPs such as biodegradable jute netting, seed-free straw wattle, and biodegradable gravel bags will be installed to stabilize steep and bare areas of the bluff. A combination of hydroseeding and planting would begin upon completion of preparation work. The hydroseed will act as another form of erosion control in both the short and long term, as seedlings begin to grow and become established (see Section 4.2.5).

There are no recorded archaeological sites within the Project boundaries (Appendix B). Previous monitoring and archaeological survey efforts within or adjacent to the project footprint have all been negative for cultural resources. However, given the high potential for cultural resources along the coastline of San Diego County best practices should remain in place to avoid impacting cultural resources. If unexpected cultural resources are observed work shall cease in that area, and the Project Manager contacted immediately.

The contractor would follow local jurisdiction time restrictions for hand-held equipment operation. It is anticipated that installation activities would take place Monday through Friday from 7AM to 5 PM. Work may not occur on holidays, depending on the contractor and local jurisdiction restrictions. Plant installation activities will be scheduled ahead of the rainy season and with consideration for the bird nesting season (approximately February 1 to September 15). If plant installation activities coincided with bird nesting season in any given year, a pre-construction nesting bird survey would be conducted prior to any installation/preparation activities, with any active nesting areas avoided. The beach and trail will remain open throughout the project duration with minimal disturbance to public access.

4.4 Management and Maintenance Requirements

4.4.1 Non-native and Invasive Species Control

Following installation of container plants and seed, the contractor will perform regular maintenance and watering at the Project site for two years. Maintenance will occur monthly to control non-native species, repair/replace BMPs, and remove trash/debris. Watering via a water truck and hose will occur on an as-needed basis until the vegetation is established. Watering will be conducted in the early morning to maximize absorption and reduce any impact on beach access.

The method of control of non-native, invasive plant species is species-specific and dependent upon the level of invasiveness. Table 5 details the observed and documented non-native and invasive species present onsite (Calflora 2020). Due to the small size of the Project site, all non-native

Beacon's Beach Coastal Bluff Landscape Restoration Plan

species will be targeted for removal in Year One. As the Project progresses and native plants begin to establish in Year Two, targeted removal will be reduced to non-native, invasive species.

Weeds will be controlled prior to seed set if possible. For more robust non-native species and those on steep slopes, herbicide application, as appropriate and per City herbicide application guidelines, may be utilized. Herbicide application is most effective during the summer and fall, when plants are actively translocating nutrients downward. Foliar spraying is most effective when there is no wind (5 mph or less), and rain is not expected for 8 to 12 hours. All herbicide applications will be conducted with a 1 to 2-person crew on foot using backpack sprayers. These non-native species control tactics are intended to limit disturbance to soil during site preparation activities. Throughout all site preparation activities, existing native species will be avoided to the maximum extent possible.

Table 5
Weed Species

Plant species	Non-native	Invasive
<i>Atriplex semibaccata</i>	Yes	Yes
<i>Cakile maritima</i>	Yes	Yes
<i>Carpobrotus edulis</i>	Yes	Yes
<i>Chenopodium murale</i>	Yes	No
<i>Glebionis coronaria</i>	Yes	Yes
<i>Limonium ramosissimum</i>	Yes	No
<i>Limonium sinuatum</i>	Yes	No
<i>Nicotiana glauca</i>	Yes	Yes
<i>Raphanus sativus</i>	Yes	Yes
<i>Salsola australis</i>	Yes	Yes
<i>Salsola tragus</i>	Yes	Yes
<i>Tetragonia teragonoides</i>	Yes	No
<i>Tropaeolum majus</i>	Yes	Yes

4.4.2 Kelp Wracking Bluff Back Dune – Pilot Restoration Project

Kelp is a brown alga that is a common site on the beaches in Encinitas because the City does not maintain or bury kelp as done in other jurisdictions. Though historically the City's nearshore reef supported giant kelp (*Macrocystis pyrifera*), an invasive brown alga (*Sargassum muticum*) has developed offshore and occasionally comes in as large mats that fill up the beach area of Beacon's Beach.

As a pilot project, the City of Encinitas is interested in supporting natural dune development at the

Beacon's Beach Coastal Bluff Landscape Restoration Plan

toe of the Beacon's Beach bluff that would utilize this washed up kelp. Washed up kelp would be periodically brought up to the toe of the slope of the bluff and then allowed to naturally decompose. The pile of wracked kelp would assist in the natural development of a dune by suspending sand and stabilizing cobble. Kelp wrack piles enhance the formation of hummocks and larger dunes by catching and holding windblown sand (Dugan 2011). Kelp wracks have assisted in the development of larger hummocks at the Cardiff State Beach Living Shoreline Program (2019). The City is interested in the development of a small, naturally forming sand dune at the toe of slope of Beacon's Beach to enhance the stability of the toe of slope, limit the wave run-up on the trail and trail toe, and potentially steer beach goers away from being up against the naturally eroding bluffs. Though the dunes would not be planted or seeded, native plants that will be planted through the Beacon's Bluff Restoration Program are expected to naturally recruit into these dune areas.

4.4.3 Long-term Site Stewardship and Maintenance

The City is in the process of creating a Beach Ambassador Program, organized by a program lead at the City and supported by community members through established partnerships with local non-governmental organizations (NGOs). The Beach Ambassador Program is currently in the design and planning phase. The City envisions the Program will entail various stewardship activities associated with specific beaches. At Beacon's Beach, for instance, the Beacon's Beach Ambassador Program may be involved in the following stewardship activities: community outreach (i.e. education about native plants and wildlife, tides, bluff safety, etc.), trash pick-up, trail maintenance, kelp wrack piling (see Section 4.4.2), and potentially non-native plant maintenance. The Beach Ambassador Program shall be discussed in future Parks and Recreation public meetings once the program is further developed.

Following the successful installation of the Restoration Program and the establishment of plant species, long-term maintenance is expected and shall be the responsibility of the City to implement. Though the Restoration Program is designed to be self-sufficient, the Project Site will likely require periodic checks and maintenance (i.e. weeding and plant replacement). Local NGOs will assist the City with this endeavor. The selected NGO shall manage maintenance crews that will hand-pull non-native and invasive species as the primary means of control. Foliar herbicide to control highly invasive species may be applied by a licensed herbicide applicator, and according to herbicide labels, City and California State Park's standards as a secondary means of control. Foliar applications involve spraying the leaves invasive species (including *Carpobrotus edulis*, *Cakile maritima*, and *Limonium* spp.) with a low concentration mixture of herbicide in accordance with label instructions. Only herbicide approved by the EPA, for use near water will be utilized. Herbicide shall only be utilized if invasive species proliferate at a rate beyond control by manual removal.

Beacon's Beach Coastal Bluff Landscape Restoration Plan

5.0 PROJECT SUCCESS

To evaluate performance, the City will monitor the Project area on a quarterly basis over the first three years of plant establishment, and biannually after that for the lifetime of trail system. Monitoring shall be conducted by visual inspection and shall be qualitative in nature. The success of the Project shall be evaluated on the following objectives:

- Native plant community is self-sustaining (supports itself with natural water and nutrient sources) and self-maintaining (successfully produces seedlings).
- Provides bluff stability based on visual observation of erosion (ruts and rivulets).
- Improves the Project site visually by adding long-lived woody and perennial native plant material to the site that will provide coverage and bloom opportunities throughout the year.
- Provide an example to coastal bluff owners, encouraging the use of native plants for private bluff enhancements.
- Restoration accomplished in a reasonably timely fashion without restricting access.
- Provides maximum overall ecosystem benefits, providing regionally scarce habitat and potential for local ecosystem diversity.
- Meets or exceeds requests made by the public through public workshops to beautify and restore the site with native, visually stimulating species.
- Accomplishes natural carbon sequestration, per strategies identified in the City's CAP.
- Improves coastal erosion, addressing risks related to sea-level rise, and implements coastal bluff improvements per strategies identified in the City's CAP.

To measure how well the Project is meeting these objectives, a list of evaluation metrics have been designed and are listed in Table 6. These evaluation metrics will provide interim guidelines to help assure success of the restoration program and inform any adaptive management of the site that may be needed.

Table 6
Performance Standards

Year	% Survival of Plantings*	% Minimum Native Cover	% Max Allowable Non-native Weed Cover**
Year 1	90%	40	25
Year 2	90%	50	25
Year 3	80%	60	20
Year 4	75%	65	18
Year 5	75%	65	18

* Percent survival may include recruited plant species

** Percent non-native weeds are for annual non-native species. No perennial invasive species shall be allowed to persist.

6.0 REFERENCES

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Figure 1: Vicinity Map



Figure 2: Vegetation Community Map



Figure 3: Conceptual Restoration Map

Beacon's Beach Coastal Bluff Landscape Restoration Plan

APPENDIX A

**Operating Agreement for Moonlight and Leucadia State Beaches
California State Parks 2008**



Operating Agreement

with

The City of Encinitas

for

Moonlight and Leucadia State Beaches

STATE OF CALIFORNIA – RESOURCES AGENCY

DEPARTMENT OF PARKS AND RECREATION

CONCESSIONS DIVISION

1416 NINTH STREET, 14TH FLOOR

SACRAMENTO, CA 95814



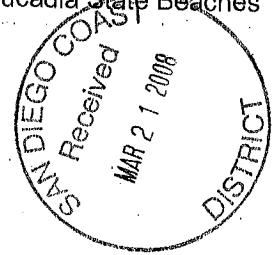
OPERATING AGREEMENT

for

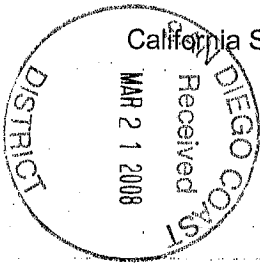
Moonlight and Leucadia State Beaches

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OPERATING AGREEMENT

with

The City of Encinitas

for

Moonlight and Leucadia State Beaches

THIS OPERATING AGREEMENT (Agreement), by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the City of Encinitas, hereinafter referred to as "**City**".

WITNESSETH:

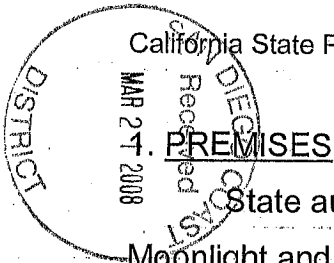
Whereas, pursuant to the provisions of Section 5080.30, et seq., of the California Public Resources Code, State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, development and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Moonlight and Leucadia State Beaches located within San Diego County; and

Whereas, State and City desire to enter into an Agreement to provide for the development, operation, control, and maintenance of Moonlight and Leucadia State Beaches by the City; and

Whereas, the Legislature in the Budget Act of 2006/2007 has authorized the State and the City to enter into said agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:



PREMISES

State authorizes the City to develop, operate, control, and maintain Moonlight and Leucadia State Beaches as shown in "Exhibit A" (Moonlight) and "Exhibit B" (Leucadia), attached and hereby made a part hereof, hereafter "Premises". The City agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than the City and State.

2. TERM

The term of this Agreement shall be for a period of 20-years and shall commence on October 1, 2009 and end on September 30, 2029. However, this Agreement shall not be effective until the first of the month following approval by the State of California, Department of General Services. Should the City hold-over after the expiration of the term of this contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this contract subject otherwise to all the terms and conditions of this contract.

CITY may request to extend the term of this agreement for an additional twenty (20) year period, at the sole discretion of the STATE. Notification of said exercise option shall be submitted to STATE in writing at least eighteen (18) months prior to the termination date of this agreement.

3. USE OF PREMISES

The City agrees to develop, operate, control, and maintain the Premises as a recreational beach park with related concessions and/or other

facilities accessible and subject to the use and enjoyment of the general public. Three documents provide general direction for the development and management of these beaches, including the State Park General Plan for Leucadia SB adopted in 1983 (exhibit C) and for Moonlight SB adopted in 1984 (exhibit D) and the 1996 MOU (exhibit E) between the City and State regarding Management and Development of Moonlight SB. These three documents are hereby incorporated by reference. In addition, management is governed by State Commission policies and federal, state, and local government statutes, laws, and regulations.

- A. Upon written permission of State, the City may improve the Premises by constructing and operating public facilities, concessions, or other general improvements in accord with the General Plan for these park units adopted July 1984.
- B. The City may adopt rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by The City shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the Department of Parks and Recreation. The Premises shall not be used for any purpose other than those permitted by this Agreement.
- C. The City shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the State.

4. CONSIDERATION

- A. In consideration of the services to be performed by the City pursuant to this Agreement, State hereby authorizes the use of the Premises by the City on a rent-free basis on the condition that the City exert a good faith effort in performing the terms and conditions of this Agreement. In the event that the City fails to perform in good faith, the Premises shall revert back to the State, at State's option, and State shall

have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

B. Any income to the City derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the development, renovation, operation, and maintenance of lands and/or facilities located within Moonlight and Leucadia State Beaches. Any such portion of income as may exceed costs and expenses shall be remitted to State in accordance with Section 5080.32 (b) (2) of the California Public Resource Code.

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. At no cost or expense to State, the City may undertake new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities subject to prior written approval by State. In the event that the City desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), written approval by State shall be obtained in the conceptual plan stage, and prior to the commencement of any Alterations, All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Review of such will be documented through the State's Project Evaluation Form (PEF) process. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable state and federal laws, rules and regulations.
- B. Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, the City shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional

manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of the City, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. The City shall comply with public bidding requirements as set forth in the California Public Contract Code.

For all non-maintenance, infrastructure Alterations erected on the Premises by the City, upon completion of construction, the City shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens; (4) submit an accounting of the cost for Alterations, excluding equipment and trade fixtures that are the personal property of the City; and (5) submit proof of full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles I, II and III.

C. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to the City. The City agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to the City, that the City must remove any Alterations that are peculiar to the City's use of the Premises and are not normally required or used by the State and/or future occupants of the Premises. In this event, the City shall bear the cost of restoring the premises to their condition prior to the installation of the Alterations.

6. MAINTENANCE OBLIGATIONS OF CITY

- A. During the term of this Agreement and at the City's own cost and expense, the City shall maintain and operate the Premises including equipment, personal property, and Alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, wholesome, and sanitary condition. During the term of this Agreement it shall be the the City's responsibility to insure that the Premises are maintained. All maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.
- B. Should the City fail, neglect, or refuse to undertake and complete any maintenance necessary to maintain health and safety of the premises, to the satisfaction of the State, the State shall have the right to perform such maintenance or repairs for the the City. In this event, the City shall promptly reimburse State for the reasonable cost thereof, provided, however, that State shall first give the City ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. The City hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.
- C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give the City reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. CONCESSIONS

Subject to prior written approval by State, the City may grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code. All concession contracts shall be subject to the requirements of the California Public Resources Code Section 5080.02 et seq. and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploit public lands for commercial purpose shall be granted by the City. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to the City.

8. TAXES

The City, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. The City and/or any concessionaire engaged by the City shall pay all lawful taxes, assessments, or charges that may be levied by the State, County, City, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that the City and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of the City and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures,

appliances, equipment, and property owned by the City and/or any concessionaire in or about the Premises.

9. RECORDS AND ACCOUNTS

- A. At all times during the term of this Agreement, the City shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by the City in relation to concessions, events, special services, capital improvement and all other matters incident to the development, control, and operation of the Premises. The City shall report said income and expenditures to State in a manner acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, the City shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.
- B. The City shall provide State with a report of annual (using same reporting period as defined in 9A) attendance that includes a reasonable monthly estimate of the number of visitors and vehicles to the park units, to be included in the aforementioned annual report.
- C. The books, records, and accounts applying to the operation of the Premises and kept by the City shall be open for audit or inspection by State at all reasonable times. All records shall be kept by the City for a period of at least four (4) years. The City shall be subject to State's audit requirements and remedies as set forth herein.

10. UTILITIES AND SERVICES

The City shall be responsible for all expenses resulting from utilities supplied to the Premises. The City shall be responsible for distribution systems and all related expenses within the Premises.

11. INSURANCE

- A. Liability Insurance: At its sole expense, the City agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less ONE MILLION DOLLARS (\$1,000,000) for injuries to person or persons; not less than ONE MILLION DOLLARS (\$1,000,000) for property damage; and said limits shall be per occurrence and shall be adjusted annually to reflect changes in the prior year's Consumer Price Index (CPI).
- B. Fire Insurance: Fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether furnished by State or constructed upon the Premises by the City and/or any concessionaire, in an amount equal to the full replacement cost and/or value thereof. This policy shall contain a replacement cost endorsement naming the City and/or any concessionaire as the insured provided that if there is a lender on the security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.
- C. State agrees that the City, at the City's option, may self-insure the coverage's required by this Paragraph.
- D. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable

interests of the State including, but not limited to, the Premises and all contents as follows:

- 1) State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned;
- 2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. No cancellation provision in any insurance policy shall diminish the responsibility of the the City to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, the City shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this paragraph, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, the City shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

E. The City agrees to impose the foregoing insurance requirements on any and all concessionaires and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

12. HOLD HARMLESS AGREEMENT

The City shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorneys fees, experts

fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by the City, or in any way related to the performance of this Agreement by the City, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall the City be obligated to defend or indemnify State with respect to the sole negligence or willful misconduct of State, its employees, or agents (excluding the City herein, or any of its concessionaires.).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify the City of such fact and the City shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and the City because of the concurrent negligence of State and the City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

13. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking except that CITY shall receive out of said award the value of any improvements less depreciation, then existing and constructed by CITY, except for: (a) improvements erected with funds realized through income from the premises, and (b) improvements, the costs of which CITY has been paid or reimbursed by STATE through grants or other sources. Value shall be determined by said proceedings taking into consideration the terms of this Agreement.

14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by the City without obtaining the prior written consent of State.

15. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Superintendent, San Diego Coast District
4470 Pacific Highway
San Diego, CA 92110
(619) 688-3269

City: The City of Encinitas
Director of Parks and Recreation
505 South Vulcan Avenue
Encinitas, California 92024
(760) 633-2740

Copy to: Department of Parks and Recreation
Chief, Concession and Reservations Division
P.O. Box 942896
Sacramento, California 94296-0001

16. DEFAULTS AND REMEDIES

Either party may terminate this Agreement for breach by the other party upon giving the other party written notice at least sixty (60) days prior to said termination date.

In the event of any breach of this Agreement by STATE, CITY shall notify STATE in writing of such breach, and STATE shall have thirty (30) days in which to initiate action to cure said breach.

In the event of any breach of this Agreement by CITY, STATE shall notify CITY in writing of such breach, and CITY shall have thirty (30) days in which to initiate action to cure said breach. Upon an event of default by the City, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to City. In such event, State shall be entitled to all rights and remedies at law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises, and compensation for all detriment proximately caused by the City's failure to perform its obligations under this Agreement.

17. TERMINATION

A. Notwithstanding the provisions of Paragraph 16, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason.

The party who wishes to terminate the Agreement shall give written notice of its intention no later than three hundred sixty five (365) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that the State is the party choosing to terminate the Agreement, the State shall pay to the City on the termination date a sum of money equal to the depreciated cost of the improvements installed or constructed upon the Premises by the City with the following exceptions,

(a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which the City has been paid or reimbursed by State through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where State terminates this Agreement for any breach on the part of the City. In the event of breach, bankruptcy, insolvency, abandonment, or termination of Agreement upon the City's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the State.

C. State may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State.

18. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, the City shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that the City is obligated to remove. The City shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If the City fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Paragraph, the City shall hold State harmless for all damages resulting from the City's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if the City remains in possession of the Premises with State's express consent, such possession by the City shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

19. REAL PROPERTY ACQUISITION

It is understood and agreed to by the parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior written approval of State.

20. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

The City shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. The City acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and building standards.

21. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability, (mental and physical) including HIV and AIDS.

The City shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2,

§7285.0 et seq.). The City shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The City shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

In the event of violation of this paragraph, State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by CITY.

22. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of the City under this Agreement, and without limiting the City's responsibility under this Agreement for compliance with all laws, the City shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which the City is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, the City also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at the City's sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

23. UNION ORGANIZING

The City shall not use the Premises to hold a meeting with any employee(s) or supervisor(s) if the purpose of the meeting is to assist, promote, or deter union organizing. This provision does not apply if the Premises are

equally available, without charge, to the general public for holding a meeting. Breach of this provision shall subject the City to civil penalties and damages pursuant to California Government Code §§ 16645.5 and 16645.8.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the City does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the City within the two-year period immediately preceding the date of this Agreement because of the City's failure to comply with a federal court order that the City shall comply with an order of the National Labor Relations Board.

25. DRUG-FREE WORKPLACE

The City agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21, Drug-Free Workplace Certification, attached hereto as **Exhibit "F"** and made a part of this Agreement.

State cannot agree to removal of Env Awareness and Res Prot statements

26. HAZARDOUS SUBSTANCES

- A. On the Premises the City shall not:
 - 1) keep, store, or sell any goods, merchandise, or materials that are generally considered explosive or hazardous;
 - 2) carry on any offensive or dangerous trade, business, or occupation;
 - 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
 - 4) do anything other than is provided for in this Agreement.
- B. Nothing in this paragraph shall preclude the City from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care,

maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. The City shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the the City's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, The City shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where the City is found to be in breach of this provision due to the issuance of a government order directing the City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by the City or any person acting under the City direct control or authority, the City shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming the City, or the City incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the City's obligations and occupancy under this Agreement, or prior agreements or that were not directly caused by the City, the State shall be solely responsible as between the City and State for all expenses and efforts in connection therewith, and State shall reimburse the City for all reasonable expenses actually incurred by the city therewith.

ADA signage must be reviewed, State Park logo must appear on all permanent signage.

27. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, trademarks, and/or copyrights developed during and/or pursuant to this Agreement that in any way associate, identify, or implicate an affiliation with California State Parks shall be approved by State for use, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement.

Any works developed by the City pursuant to this Agreement, including all related copyrights and other proprietary rights therein, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Agreement. Upon request, the City shall deliver to State the disk or tape that contains the design files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology, and shall specify the supplier of the software and hardware necessary to use said design files. The City intends and agrees to assign to State all rights, title, and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

The City warrants that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible property deliverable to State in connection with this Agreement, and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.

The City agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without (1) obtaining State's prior written permission, and (2) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly

and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.

The City further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. The City agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights or any other statutory protection in such work product including an assignment of copyright in all deliverables. The City further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

The City, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. The City shall pay all costs, expenses, losses, damages, judgments, and claims including reasonable attorney's fees, expert witness fees, and other costs.

28. CHILD SUPPORT COMPLIANCE ACT

A. The City recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge the City is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. USE OF CHEMICALS AND PESTICIDES

All pesticide and chemical work performed shall be in compliance with all Federal, State County and City regulations. All chemical work shall be performed using California EPA approved chemicals and under a written Pest Control Recommendation as required by the Department of Pesticide Regulations. All applications of chemicals shall be performed by a qualified applicator or qualified operator per the Department of Pesticide Regulations. All reporting of chemical use shall be in compliance with the Department of Pesticide Regulations.

30. DISPUTES

The City shall continue with any and all responsibilities under this Agreement during any dispute.

31. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

32. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

33. AGREEMENT IN COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed an original.

34. AGREEMENT IN WRITING

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered,

modified, limited, or extended orally or by any Agreement between the parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and the City or their successors in interest.

35. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

36. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of who shall be jointly and severally liable hereunder.

37. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

38. TIME OF ESSENCE

Time shall be of the essence in the performance of this Agreement.

39. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

40. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the the City shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

41. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

42. INDEPENDENT CONTRACTOR

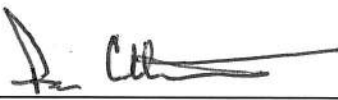


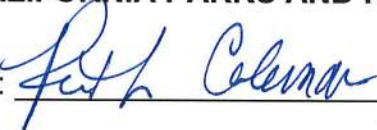

In the performance of this Agreement, the City and the agents and employees of the City shall act in an independent capacity and not as officers or employees or agents of the State.

43. MODIFICATIONS AND APPROVAL OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This

Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF ENCINITASBy: Title: City ManagerDate: 3-28-08By: Title: City AttorneyDate: 3-28-08By: Title: MayorDate: 3/27/2008**STATE OF CALIFORNIA
CALIFORNIA PARKS AND RECREATION**By: Title: DirectorDate: 4/14/08By: Title: City ClerkDate: 3/28/08

APPROVED:
DEPARTMENT OF GENERAL SERVICES:



Beacon's Beach Coastal Bluff Landscape Restoration Plan

APPENDIX B

CEQA Project Completion Verification

California State Parks 2020



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA PROJECT COMPLETION VERIFICATION

TO: Project Manager: Annette Saul (760) 633-2755
District PM: Darren Smith (619) 952-3895

DATE: November 9, 2020

FROM: Cindy Krimmel, District Environmental Coordinator (DEC) (619) 278-3771
Luke Serna, Service Center Environmental Coordinator (SCEC) (619) 221-7068

PROJECT TITLE: Beacon's Coastal Bluff Restoration (20/21-SD-04)

PARK UNIT: Leucadia State Beach

DISTRICT: San Diego Coast

This project is approved to proceed with the following measures incorporated and/or comments considered:

SSC Environmental Coordinator Comments/Measures (Luke Serna: (619) 221-7068)

1. Please provide photo-documentation of the work before and after completion for the purposes of referencing what was completed for future projects that may propose similar type work as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.

Biological Resources Comment/Measures (Cara Stafford: (619) 718-7868)

1. It is recommended that fertilizer not be included for container plantings or hydroseed mix.
2. Due to its invasive nature, please omit bush lupine (*Lupinus arboreus*) from the plant palette.
3. A specific irrigation method was not mentioned in the restoration plan, so we recommend using a drip system to deliver occasional deep watering during plant establishment. Running of the irrigation system should be supervised at all times, so that repairs can be made in a timely manner.
4. Straw wattles constructed with jute netting or burlap should be used exclusively, as plastic netting can harm reptiles.
5. The hydroseed mix should contain 0% noxious weeds.

Archaeological Resource Protection Comments/Measures (Nicole Turner: (619) 778-2553)

1. Current DPR and SCIC record search data and a personal understanding of previous archaeological work within the project area, including monitoring, field checks, and survey work, provide sufficient information relevant to determining the potential impacts to cultural resources. There are no recorded archaeological sites within the park and project boundaries. Previous monitoring and archaeological survey efforts within or adjacent to the project footprint have all been negative for cultural resources. The steep terrain and general environment of the project footprint do not contain any indicators that would suggest the presence of cultural resources. In fact, the terrain suggests the opposite. Archaeological monitors are not required and no further cultural review is necessary. Given the high potential for cultural resources along the coastline of San Diego County best practices should remain in place to avoid impacting cultural resources. If unexpected cultural resources are observed please cease work in that area and contact the District Archaeologist immediately (619-778-2553).

Historical Resources Comments/Measures (Mike Yengling: (619) 221-7081)

1. This project is a natural resource management effort aimed at helping to control coastal bluff erosion through the re-establishment of native vegetation. No known above-ground historic resources will be impacted by the work as proposed.

Planning and Compliance Comments/Measures: (Darren Smith: (619) 952-3895)

1. The irrigation system is not detailed in the plan. The system or method shall be designed to minimize the potential for accidental runoff or rills. If a drip or overhead system is used it is recommended that a technician be on site while watering to make sure there are no breaks or leaks in the system that could lead to noticeable surface erosion.
2. Remove *Lupinus arboreus* from plant palette and substitute with an appropriate shrub or subshrub from coastal Encinitas.

Maintenance Comments/Measures: (Susan Kosek-Kelly: (619) 688-6140)

1. No comments

Accessibility Division Comments/Measures (Srikanth Rao: (916) 698-5984)

1. There are no accessibility requirements.

As the Project Manager, you are responsible for ensuring that all project requirements, restrictions, or mitigations are adhered to. This includes reviewing all comments, briefing any staff and contractors who may work on the project, and coordinating the on-site presence of specialist staff, if required.

You are also responsible for verifying project completion. When the project is complete, please sign and date this form and return it to the DEC. Please note any problems or comments you may have concerning the project. If the project is cancelled or postponed for a significant period of time, please inform the DEC *as soon as possible*.

PROJECT MANAGER CERTIFICATION

I certify that this project has been completed in compliance with the above conditions.

PROJECT MANAGER SIGNATURE

DATE

COMMENTS:

Environmental Review Memorandum

Date : November 9, 2020

To : Annette Saul, City of Encinitas
Darren Smith
Dept. of Parks and Recreation
San Diego Coast District

From : Cindy Krimmel
Dept. of Parks and Recreation
San Diego Coast District

Project/s : Leucadia State Beach –
Beacon's Coastal Bluff
Restoration – (20/21-SD-04)

Attached Please Find:

- ☒ **Project Evaluation Form/s**
 - ☒ For Signature (Final)
 - ☐ For Review and Comment
 - ☐ For Redesign/Modification/Resubmittal
- ☐ **5024 Review Form/s**
 - ☐ For Signature and Return (Final)
 - ☐ For Review (Contact Reviewing Specialist)
- ☒ **Notice/s of Exemption 15304**
- ☐ **Other:**

Please Note: ☐ Additional Information Requested (see Comments section below)
☒ Project Modification/s or Condition/s (see Comments section below)

- ☐ See Archaeological Site 5024 Review Form (Section/s:)
- ☐ See Historic Facility 5024 Review Form (Section/s:)
- ☐ See Archaeologist's Comments on PEF
- ☐ See Historian's Comments on PEF
- ☒ See Resource Ecologist's Comments on PEF
- ☐ See Maintenance Chief's Comments on PEF

Comments:

SSC Environmental Coordinator Comments/Measures (Luke Serna: (619) 221-7068)

1. Please provide photo-documentation of the work before and after completion for the purposes of referencing what was completed for future projects that may propose similar type work as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.

Biological Resources Comment/Measures (Cara Stafford: (619) 718-7868)

1. It is recommended that fertilizer not be included for container plantings or hydroseed mix.
2. Due to its invasive nature, please omit bush lupine (*Lupinus arboreus*) from the plant palette.
3. A specific irrigation method was not mentioned in the restoration plan, so we recommend using a drip system to deliver occasional deep watering during plant establishment. Running of the irrigation system should be supervised at all times, so that repairs can be made in a timely manner.
4. Straw wattles constructed with jute netting or burlap should be used exclusively, as plastic netting can harm reptiles.
5. The hydroseed mix should contain 0% noxious weeds.

Archaeological Resource Protection Comments/Measures (Nicole Turner: (619) 778-2553)

1. Current DPR and SCIC record search data and a personal understanding of previous archaeological work within the project area, including monitoring, field checks, and survey work, provide sufficient information relevant to determining the potential impacts to cultural resources. There are no recorded archaeological sites within the park and project boundaries. Previous monitoring and archaeological survey efforts within or adjacent to the project footprint have all been negative for cultural resources. The steep terrain and general environment of the project footprint do not contain any indicators that would suggest the presence of cultural resources. In fact, the terrain suggests the opposite. Archaeological monitors are not required and no further cultural review is necessary. Given the high potential for cultural resources along the coastline of San Diego County best practices should remain in place to avoid impacting cultural resources.

If unexpected cultural resources are observed please cease work in that area and contact the District Archaeologist immediately (619-778-2553).

Historical Resources Comments/Measures (Mike Yengling: (619) 221-7081)

1. This project is a natural resource management effort aimed at helping to control coastal bluff erosion through the re-establishment of native vegetation. No known above-ground historic resources will be impacted by the work as proposed.

Planning and Compliance Comments/Measures: (Darren Smith: (619) 952-3895)

1. The irrigation system is not detailed in the plan. The system or method shall be designed to minimize the potential for accidental runoff or rills. If a drip or overhead system is used it is recommended that a technician be on site while watering to make sure there are no breaks or leaks in the system that could lead to noticeable surface erosion.
2. Remove *Lupinus arboreus* from plant palette and substitute with an appropriate shrub or subshrub from coastal Encinitas.

Maintenance Comments/Measures: (Susan Kosek-Kelly: (619) 688-6140)

1. No comments

Accessibility Division Comments/Measures (Srikanth Rao: (916) 698-5984)

1. There are no accessibility requirements.

If project is constructed as described, incorporating the above condition, it is exempt from CEQA. Please return the signed CEQA Project Completion Verification with the before and after photographs.

Sincerely,



Cindy Krimmel

Environmental Coordinator
San Diego Coast District
(619) 278-3771
Cindy.Krimmel@parks.ca.gov

SCH#
Date Filed:

District Project #
ER #



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

FROM: Department of Parks and Recreation
1416 Ninth Street
P.O. Box 942896
Sacramento, CA 94296-0001

PROJECT TITLE: Beacon's Coastal Bluff Restoration (20/21-SD-04)

LOCATION: Leucadia State Beach
COUNTY: San Diego

DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT: This project will plant native plants on the coastal bluff of Beacon's State Beach to preserve the access trail by lessening surface erosion and stabilizing the soil. The project will support continued maintenance and use.

Measures to be implemented to avoid impact may be obtained by submitting a request to the project Environmental Coordinator listed below.

PUBLIC AGENCY APPROVING THE PROJECT: California Department of Parks and Recreation

NAME OF DIVISION OR DISTRICT CARRYING OUT THE PROJECT: San Diego Coast District

EXEMPT STATUS:

- ☐ Declared Emergency (Section 15269(a))
☐ Emergency Project (Section 15269(b) and (c))
☐ Statutory Exemption (Section)
☒ Categorical Exemption

Class: 4

Section: 15304

REASONS WHY PROJECT IS EXEMPT: No potential for significant impact to the environment is anticipated in compliance with CEQA §15300.4. If the project is implemented as indicated within the CDPR Project Evaluation Form, then it is exempt under CEQA §15304 - Minor Alterations to Land. The action falls under the Departmental List of Exempt activities according to CEQA §15300.4 as "Resource management projects".

CONTACT: Cindy Krimmel
District Environmental Coordinator
San Diego Coast District

PHONE NO.: (619) 278-3771
EMAIL: cindy.krimmel@parks.ca.gov

 11/9/2020
Gina Moran Date
San Diego Coast District Superintendent

PROJECT EVALUATION (PEF)

PROJECT CONCEPT		
PROJECT TITLE Beacon's Coastal Bluff Restoration		PARK UNIT NAME Leucadia State Beach
DISTRICT NAME San Diego Coast		FACILITY NO. 634
PROJECT MANAGER Annette Saul	PHONE NO. (760) 633-2755	EMAIL asaul@encinitasca.gov
DISTRICT PROJECT MANAGER Darren Smith	PHONE NO. (619) 952-3895	EMAIL Darren.Smith@parks.ca.gov
PROJECT BID DATE October 2019	CONSTRUCTION START DATE October 2020	FUNDING SOURCE City of Encinitas
PROJECT DESCRIPTION <i>Identify the scope of the project in detail, including its purpose, location, and potential impacts. If the ground is to be disturbed, describe the depth and extent of excavation. Describe the existing site conditions, including previous development. Note if work will impact or extend beyond park property. Indicate if work will be done in conjunction with, or as part of, other projects. (Use additional pages if necessary.)</i> The existing access at Beacon's Beach is an earthen trail that begins at a public parking lot off Neptune Avenue and leads down across the face of the coastal bluff. This access occurs in an area that has been subject to landslides. Because of this instability the trail needs frequent repair and maintenance. This project proposes to reduce surface erosion and stabilize soils by establishing native vegetation. Once established, native plant leaves, branches, and leaf litter can reduce the intensity of rainfall on otherwise bare soils. Native shrubs also develop deep roots which can improve soil stability. Re-establishing native vegetation on the bluff face will provide habitat for native birds, reptiles, and insects. Revegetation of the bluff face will also improve the aesthetics of the area by removing short-lived non-native species and restoring a native southern California landscape. See attached Restoration Plan for details.		
DOCUMENTS ATTACHED <input checked="" type="checkbox"/> 7.5 minute (quad) map of project area (Required) <input checked="" type="checkbox"/> Site Map (Required - Scale should show relationship to existing buildings, roads, landscape features, etc.) <input checked="" type="checkbox"/> DPR 727 Accessibility Review and Comment Sheet (Required – Attach DPR 727 or emailed project exemption from the Accessibility Section.) <input checked="" type="checkbox"/> Sea-level Rise Worksheet (for coastal park units) <input checked="" type="checkbox"/> Graphics (Specify - photos, diagrams, drawings, cross-sections, etc.): <input checked="" type="checkbox"/> Other (Specify): Beacon's Beach Coastal Bluff Conceptual Restoration Plan		

PROJECT EVALUATION (PEF)

PCA No. _____

REGULATORY REQUIREMENTS

<i>IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?</i>	YES	MAYBE	NO	CONTACT
Coastal Development Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DFG Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State & Federal Endangered Species Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RWQCB or NPDES Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DPR Right to Enter or Temporary Use Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PRC 5024 Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachment Permit (<i>Specify Agency</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Native American Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (<i>Specify</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: City of Encinitas is pursuing Coastal Development Compliance.

DEPARTMENT POLICY COMPLIANCE

	YES	NO
<i>HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If YES, is the project consistent with the GP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If NO, what is the project justification?		
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
<i>IS THE PROJECT WITHIN A CLASSIFIED SUBUNIT?</i>		
Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES?</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300?</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

DISTRICT SUPERINTENDENT PROJECT CONCEPT APPROVAL OR DESIGNEE

Gina Moran

TITLE

District Superintendent

DATE

8/27/2020

PROJECT EVALUATION (PEF)

PCA No. _____

RESOURCES

Explain all 'Yes' or 'Maybe' answers in the "Evaluation and Comments" section (reference by letter and number). Attach additional pages, if necessary.

YES	MAYBE	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. EARTH – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Create unstable soil or geologic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Adversely affect topographic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Adversely affect any unusual or significant geologic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Increase wind or water erosion?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Adversely affect sand deposition or erosion of a sand beach?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Expose people, property, or facilities to geologic hazards or hazardous waste?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Adversely affect any paleontological resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. AIR – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Adversely affect general air quality or climatic patterns?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Increase levels of dust or smoke?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Adversely affect visibility?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. WATER – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Change or adversely affect movement in marine or fresh waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Change or adversely affect drainage patterns or sediment transportation rates?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Adversely affect the quantity or quality of groundwater?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Adversely affect the quantity or quality of surface waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Expose people or property to flood waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Adversely affect existing or potential aquatic habitat(s)?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. PLANT LIFE – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Adversely affect any native plant community?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Adversely affect any unique, rare, endangered, or protected plant species?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Introduce a new species of plant to the area?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Adversely affect agricultural production?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Adversely affect the vigor or structure of any tree?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Encourage the growth or spread of alien (non-native) species?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Interfere with established fire management plans or practices?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. ANIMAL LIFE – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Adversely affect any native or naturalized animal population?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Adversely affect any unusual, rare, endangered, or protected species?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Adversely affect any animal habitat?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Introduce or encourage the proliferation of any non-native species?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. CULTURAL RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Adversely affect a prehistoric or historic archeological site, or tribal cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Adversely affect a prehistoric or historic building, structure, or object?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Diminish the informational or research potential of a cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Increase the potential for vandalism or looting?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Disturb any human remains?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?

PROJECT EVALUATION (PEF)

YES	MAYBE	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. AESTHETIC RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a scenic vista or view?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Significantly increase noise levels?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quality of the scenic resources in the immediate area or park-wide?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Create a visually offensive site?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Be incompatible with the park design established for this unit or diminish the intended sense of “a special park quality” for the visitor?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. RECREATIONAL RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Be in a public use area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Have an adverse effect on the quality of the intended visitor experience?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Have an adverse effect on the accessibility of recreational facilities (e.g., ADA requirements)?
<input checked="" type="checkbox"/>		<input type="checkbox"/>	I. SEA-LEVEL RISE AND EXTREME EVENTS (COASTAL UNITS ONLY):
			1. Has this project been evaluated for potential impacts from sea-level rise, coastal storm surge, and other extreme events, using the Department's Sea-Level Rise and Extreme Events Guidance Document or an equivalent process? <i>Please attach the Sea-Level Rise Worksheet (provided in the guidance document) or other detailed evaluation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Based on the evaluation described above, will the project be adversely impacted by frequent flooding or permanent inundation during its expected lifetime?
<input type="checkbox"/> Non-coastal unit			
EVALUATION AND COMMENTS			
A1. Revegetation Project weeding and planting will result in minor soil disturbance. Project BMPs as described in attached plan shall be implemented to minimize temporary disturbances from foot traffic, weeding, and installation of container plants.			
D3. New plants will be used at this site. They are plants native to the local coastal bluffs.			

From: [Urbach, Lisa@Parks](mailto:Urbach,Lisa@Parks)
To: [Krimmel, Cindy@Parks](mailto:Krimmel,Cindy@Parks)
Subject: RE: Beacon's Revegetation Project
Date: Thursday, August 27, 2020 9:23:57 AM

Approved. I don't have any comments.

Lisa Urbach

North Sector Superintendent
California State Parks
San Diego Coast District
2680 Carlsbad Blvd.
Carlsbad, CA 92008
Cell – (760) 331-9178

From: Krimmel, Cindy@Parks <Cindy.Krimmel@parks.ca.gov>
Sent: Thursday, August 27, 2020 9:18 AM
To: Urbach, Lisa@Parks <Lisa.Urbach@parks.ca.gov>
Subject: FW: Beacon's Revegetation Project

Good morning Lisa,

Do you approve this project? Do you want to include any comments?

Thanks,
Cindy

From: Annette Saul <Asaul@encinitasca.gov>
Sent: Wednesday, August 26, 2020 5:01 PM
To: Smith, Darren@Parks <Darren.Smith@parks.ca.gov>; Jayme Timberlake <jtimberlake@encinitasca.gov>
Cc: Urbach, Lisa@Parks <Lisa.Urbach@parks.ca.gov>; Krimmel, Cindy@Parks <Cindy.Krimmel@parks.ca.gov>
Subject: RE: Beacon's Revegetation Project

Thank you Darren – I have no comments.

Annette Saul

Park Operations Manager
City of Encinitas
505 S. Vulcan Ave
Encinitas, Ca 92024

(760)633-2755
asaul@encinitasca.gov

PROJECT EVALUATION (PEF)

ENVIRONMENTAL REVIEW

*To Be Completed by Qualified Specialist(s) ONLY.
Attach additional reviews or continuation pages, as necessary.*

TRIBAL LIAISON COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

- ☒ Reviewer is Designated District/Service Center/Division Tribal Liaison or Designee
☐ NAHC Listed Tribe(s) contacted (attach correspondence record for contact and findings)
☐ DN 2007-05 Tribal Consultation Only
☐ AB52 Consultation Initiated

Findings:

- ☒ Project action does not have potential to affect "tribal cultural" resources (explain)
Check more than one box if tribes provide differing responses, and describe all consultations below.
☐ Tribe(s) did not respond
☐ Tribe(s) approved project as written
☐ Tribe(s) approved project with treatments or conditions
☐ Tribe(s) and DPR unable to reach mutual agreement on project treatments or conditions

Explain

SIGNATURE



PRINTED NAME

Nicole Turner

TITLE

District Tribal Liaison

DATE

11/5/2020

ARCHEOLOGIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

Findings:

- ☒ No PRC 5024 necessary (provide justification)
☐ PRC 5024 attached; project approved as written
☐ PRC 5024 attached, conditions necessary
☐ PRC 5024 attached, mitigations and/or potential significant impacts

Explain

Current DPR and SCIC record search data and a personal understanding of previous archaeological work within the project area, including monitoring, field checks, and survey work, provide sufficient information relevant to determining the potential impacts to cultural resources. There are no recorded archaeological sites within the park and project boundaries. Previous monitoring and archaeological survey efforts within or adjacent to the project footprint have all been negative for cultural resources. The steep terrain and general environment of the project footprint do not contain any indicators that would suggest the presence of cultural resources. In fact, the terrain suggests the opposite. Archaeological monitors are not required, and no further cultural review is necessary. Given the high potential for cultural resources along the coastline of San Diego County best practices should remain in place to avoid impacting cultural resources. If unexpected cultural resources are observed, please cease work in that area and contact the District Archaeologist immediately (619-778-2553).

SIGNATURE



PRINTED NAME

Nicole Turner

TITLE

Associate State Archaeologist

DATE

11/5/2020

PROJECT EVALUATION (PEF)**HISTORIAN COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)****Findings:**

- ☒ No PRC 5024 necessary (provide justification)
- ☐ PRC 5024 attached, project approved as written
- ☐ PRC 5024 attached, conditions necessary
- ☐ PRC 5024 attached, mitigations and/or potential significant impacts

Explain

This project is a natural resource management effort aimed at helping to control coastal bluff erosion through the re-establishment of native vegetation. No known above-ground historic resources will be impacted by the work as proposed.

SIGNATURE

Michael C. Yengling

PRINTED NAME

Mike Yengling

TITLE

Associate Park & Rec Specialist and Reviewing Historian, Southern Service Center

DATE

9/21/2020

PROJECT EVALUATION (PEF)**ENVIRONMENTAL SCIENTIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)****Findings:**

- ☐ No Impact
- ☒ Impact(s), see conditions/mitigations below or on attached page(s)
- ☐ Potential Significant Impact

Explain

It is recommended that fertilizer not be included for container plantings or hydroseed mix. Due to its invasive nature, please omit bush lupine (*Lupinus arboreus*) from the plant palette. A specific irrigation method was not mentioned in the restoration plan, so we recommend using a drip system to deliver occasional deep watering during plant establishment. Running of the irrigation system should be supervised at all times, so that repairs can be made in a timely manner. Straw wattles constructed with jute netting or burlap should be used exclusively, as plastic netting can harm reptiles. The hydroseed mix should contain 0% noxious weeds.

SIGNATURE

Cara Stafford

PRINTED NAME

Cara Stafford

TITLE

Environmental Scientist

DATE

9/1/2020

MAINTENANCE CHIEF/SUPERVISOR (REQUIRED FOR ALL FINDINGS)

COMMENTS: No comments

SIGNATURE

Susan Kosek-Kelly

PRINTED NAME

Susan Kosek-Kelly

TITLE

Maintenance Chief

DATE

10/7/2020

PLANNING AND COMPLIANCE COMMENTS

The irrigation system is not detailed in the plan. The system or method shall be designed to minimize the potential for accidental runoff or rills. If a drip or overhead system is used it is recommended that a technician be on site while watering to make sure there are no breaks or leaks in the system that could lead to noticeable surface erosion.

Remove *Lupinus arboreus* from plant palette and substitute with an appropriate shrub or subshrub from coastal Encinitas.

SIGNATURE

Darren Smith

PRINTED NAME

Darren Smith

TITLE

Senior Environmental Scientist

DATE

11/3/2020

PROJECT EVALUATION (PEF)**SOUTHERN SERVICE CENTER ENVIRONMENTAL COORDINATOR**

1. Please provide photo-documentation of the work before and after completion for the purposes of referencing what was completed for future projects that may propose similar type work as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.

SIGNATURE



PRINTED NAME

Luke Serna

TITLE

Associate Park and Recreation Specialist

DATE

October 5, 2020

OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)

SIGNATURE



PRINTED NAME

TITLE

DATE

ACCESSIBILITY DIVISION

R E V I E W & C O M M E N T S H E E T

Project: Beacon's Coastal Bluff Restoration

Location: Leucadia State Beach

Review Date: 09/09/2020

Project Phase: N/A

Design Entity: San Diego Coast District

Project Manager: Annette Saul

Reviewer: Srikanth (Sri) Rao - CASp-927

Phone: 916-698-5984

This review and comment does not authorize any omissions or deviations from applicable regulations. The intent of this review is for general conformance with applicable parts of Americans with Disabilities Act Standards for Accessible Design (ADASAD), California Code of Regulations Title 24 - access compliance, and the Department of Parks and Recreation's (DPR) California State Parks Accessibility Guidelines (CSPAG). Plans were reviewed solely on the items submitted to the Accessibility Division as it relates to standards in design and construction of accessibility features for individuals with disabilities. All construction must comply with the Latest Editions of the California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical code (CEC), California Fire Code (CFC), current editions of the Occupational Safety and Health Act (OSHA) and all other prevailing state and federal regulations.

G E N E R A L C O M M E N T S

The project, as described in the PEF, proposes reduce surface erosion and stabilize soils by establishing native vegetation at Beacon's Beach.

The Accessibility Division has completed review of this PEF, determined that there are no accessibility requirements, and the project is exempt for accessibility compliance. Unless the scope of work changes, no further review is required.

Approval of this PEF does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. If you have any questions or concerns, you can contact me at Srikanth.rao@parks.ca.gov or via phone at 916-698-5984.

Sincerely,



Srikanth (Sri) Rao
CASp-927

E N D O F C O M M E N T S

PROJECT EVALUATION (PEF)**ENVIRONMENTAL COORDINATOR REVIEW**

YES MAYBE NO

☐ ☐ ☒☐ ☐ ☒☐ ☐ ☒☐ ☐ ☒☐ ☐ ☒**CUMULATIVE IMPACTS**

1. Will the project be conducted in conjunction with or at the same time as other projects at the park?
2. Will the project be part of a series of inter-related projects?
3. Are there any other projects that must be completed for any part of this project to become operational?
4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project?
5. Are any of the projects that relate to the proposed work outside the General Plan?

COMMENTS:

RECOMMENDATION:

- ☐ Not a project for the purposes of CEQA compliance.
☐ Project is covered activity under DOM 0600 (Figure F) that does not require a Notice of Exemption;
☐ Project is covered activity under previously prepared CEQA Document (internal or external);
 SCH number: _____
☒ The project is exempt. File a Notice of Exemption.
☐ A Negative Declaration should be prepared.
☐ A Mitigated Negative Declaration should be prepared.
☐ An EIR should be prepared.
- ☐ AB52 Consultation Initiated. See Tribal Liaison Comment Section above.

SIGNATURE

Cindy Krimmel

PRINTED NAME

Cindy Krimmel

TITLE

Environmental Coordinator

DATE

11/9/2020

DISTRICT SUPERINTENDENT REVIEW

COMMENTS:

I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.

DISTRICT SUPERINTENDENT APPROVAL SIGNATURE

Gina Moran

TITLE

District Superintendent

DATE

11/9/2020

PROJECT EVALUATION (PEF)

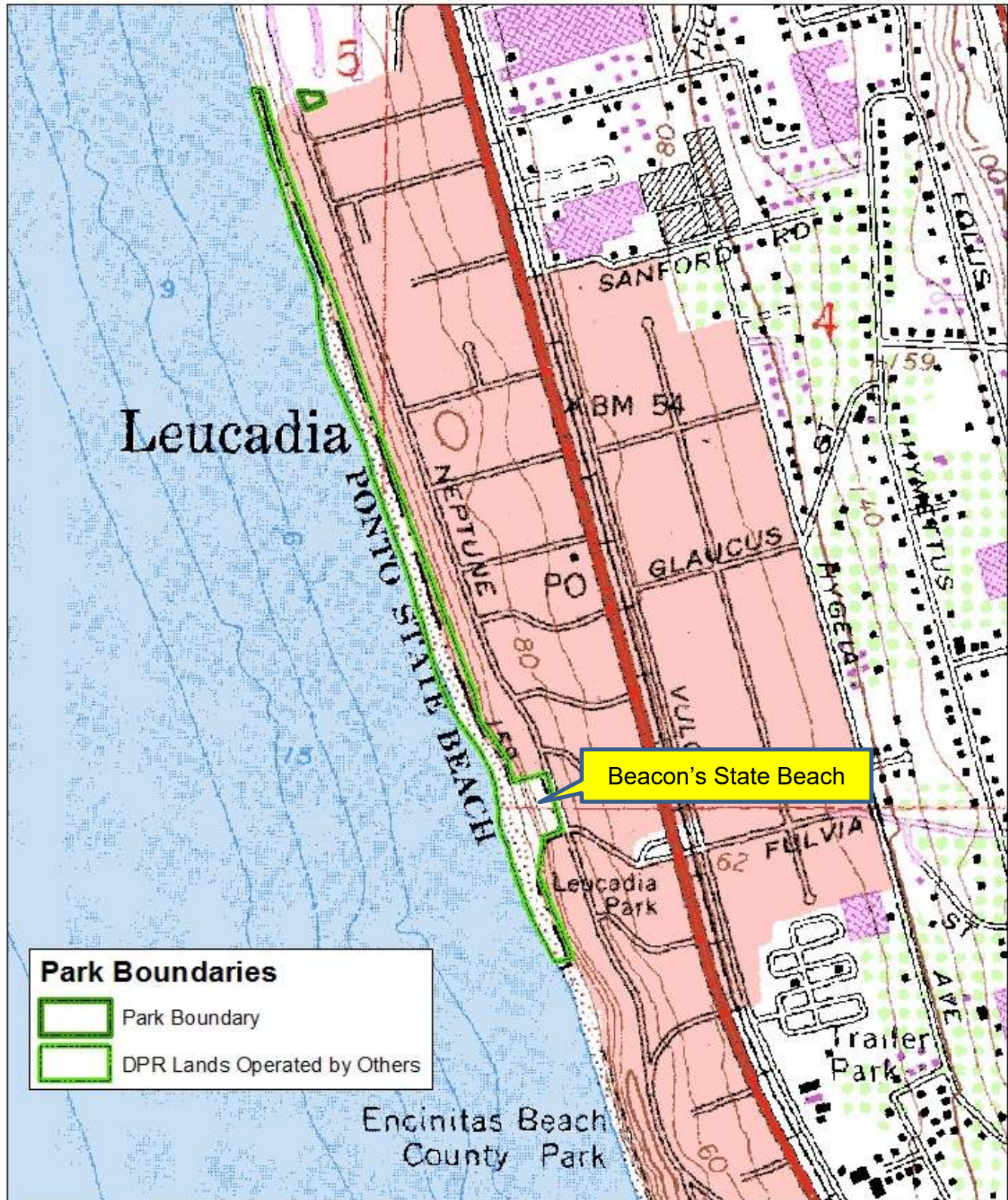


Figure 1. Project Location
Leucadia State Beach

PROJECT EVALUATION (PEF)

Project ID No. 20/21-SD-04
PCA No. _____



Figure 2. Project Site
Leucadia State Beach

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

Prepared for:

California Coastal Commission

7575 Metropolitan Dr. #103

San Diego, CA 92018

Contact: Cort Hitchens

Prepared by:

City of Encinitas

505 S. Vulcan St.

Encinitas, CA 92024

July 2020

PROJECT EVALUATION (PEF)



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1 INTRODUCTION

The primary purpose of restoring Beacon's Beach coastal bluff is to preserve the Beacon's Beach access trail through lessening surface erosion and stabilizing soil by establishing native plants on plantable areas of the bluff. Native plant communities along coastal bluffs play a major role in stabilizing coastal bluffs and counteracting erosive forces. Low-growing plants catch and slow rainfall and reduce surface water runoff velocity. Plants draw water up through their stems or trunks and branches to their leaves and into the air by the mechanism of transpiration, thereby removing water from the soil. Plant roots provide a fibrous web that stabilize and anchor soil. The roots of many woody native brush species penetrate deeply across soil layers, thus increasing the soil's shear strength and reducing risk of shallow landslides. Native bluff species are adapted to maritime environments and persist in the face of changing coastal conditions, continuing to minimize surface erosion and provide soil stabilization. This Beacon's Beach Coastal Bluff Conceptual Restoration Plan (Restoration Plan) serves as the implementation guide to accomplishing these goals.

Beacon's Beach is located at Leucadia State Beach at the west end of Leucadia Boulevard, with access off Neptune Avenue in Encinitas (Figure 1). The existing beach access at Beacon's Beach consists of a dirt trail beginning at a public parking lot off Neptune Avenue and leading down across the face of the coastal bluff.

Beacon's Beach and the access to the sand was historically created by a series of massive landslides between faults that run through the Beacon's Beach access path (Stroh 2001). In 1982 and 1983, previous stairway structures were damaged by additional landslide movement during winter storms. Since 1982/83, the landslide areas have experienced additional instability, with the most recent bluff sloughing occurring in April 2020.

To enhance the beach access at Beacon's Beach, the City of Encinitas (City) sought to install a stairwell from the more stable sections of the existing public parking lot on Neptune Avenue. The City held two public workshops to discuss the design of a new staircase. During the October 8th and October 15th, 2018 Beacon's Beach Workshop I and II (Agendas & Webcasts; City of Encinitas 2018), the public voiced a strong desire to see the bluff planted with California native material. Thus, the development and implementation of this Restoration Plan accomplishes a secondary goal: responding to stakeholder requests for native plant improvements along the Beacon's Beach access trail.

1.1 Restoration Plan Elements

The restoration elements included in this Restoration Plan include:

1. Summary of existing coastal bluff conditions present on the site, as well as

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ownership and regulatory context

2. Specific restoration goals
3. Evaluation of steps for implementation
4. Identification of site constraints
5. Restoration design elements:
 - a. Planting programs, including removal of exotic species, sources of plants and/or seeds (local, if possible), protection of existing native plants, methods for preserving top soil and augmenting soils with nitrogen and other necessary soil amendments before planting, timing of planting, plans for irrigation until establishment, and general planting locations;
 - b. Proposed stormwater control measures, staging and access areas;
 - c. Identified management and maintenance requirements;
 - d. Specifications for continual public access;
 - e. Conceptual restoration plan map at 1"-100' scale.

2 EXISTING CONDITIONS

2.1 Land Use

Land uses surrounding the Project site include beaches, open space, and neighborhood residential. This site is under public agency use by the City and is owned by the California Department of Parks and Recreation. The site is bounded to the north and south by residential properties, and to the east by Neptune Avenue and an adjacent public parking lot.

2.2 Property Ownership

The California Department of Parks and Recreation owns Leucadia State Beach (Beacon's Beach) and authorizes the City to develop, operate, control, and maintain premises. The City agreed to accept premises in "AS-IS" condition and is tasked to maintain the beach in a safe and tenable condition, under the direction of the Operating Agreement (Appendix A; State of California 2008). Upon written permission of the State, the City may improve the premises by constructing and operating public facilities, concessions, or other general improvements in accord with the General Plan.

2.3 Regulatory Context

The California Coastal Act was enacted to protect the California coastline by managing the conservation and development of coastal resources through land use planning and regulation.

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Under the California Coastal Act, the Coastal Commission regulates impacts to environmentally sensitive habitat areas in the “coastal zone” and requires a coastal development permit for almost all development within this zone. An environmentally sensitive habitat areas (ESHA) is defined in Section 30107.5 of the California Coastal Act as, “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could easily be disturbed or degraded by human activities and development.”

The entire Project site is within the Coastal Zone as defined by the Coastal Act. Section 30240 of the California Coastal Act requires that ESHA be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas. The restoration described herein has been designed to limit land disturbance and enhance the habitat value of the entire site, including areas considered ESHA.

2.4 Coastal Bluff Characteristics

2.4.1 Geology and Soils

The coastal bluffs along Beacon's Beach are underlain by Pleistocene and Eocene sedimentary formations (Woodward Clyde 1990). The base of the bluffs is composed of Eocene siltstone and claystone with interbedded sandstone assigned to the Ardath Shale. The relatively resistant formations create near vertical sea cliffs along the lower portion of the coastal bluffs bordering the slide area. Pleistocene terrace deposits comprise the upper portion of the bluff. The terrace sands are relatively homogeneous, medium dense to dense, silty fine sands that are typically friable and prone to erosional gullies.

Per Natural Resources Conservation Service Web Soil Survey, the Project site is comprised of soil type B, which has a moderate infiltration rate when thoroughly wet, and soil type D which has a very slow infiltration rate. The transition between the bottom of the bluffs and the beach define this soil divide (RRM 2020).

The Beacon's Beach bluff has experienced historic and continuing slope instability that is associated with a major coastal landslide (Woodward Clyde 1990). Previous stairway structures were damaged by landslide movement during winter storms in 1982/83. Since then, the landslide has experienced additional instability, including recent bluff face collapses under the trail along the upper bluff from high rain events in April 2020. This upper bluff area was repaired in May 2020 with a wood lagging retaining wall, under an emergency coastal development permit.

The historic landslide encompasses virtually all the bluff below the Beacon's Beach parking lot. The slide is approximately 400 feet long (measured parallel to the beach) and about 120 feet wide. The upper bluff is the headscarp of the landslide (which did not translate seaward when the landslide occurred). Portions of the upper bluff along the parking lot are nearly vertical, devoid of

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vegetation and appear over steepened. The body of the landslide is at the flatter slopes and consists of landslide debris. The middle to lower portions of the Project site are the areas proposed for planting, seeding and maintenance.

2.4.2 Groundwater

Groundwater levels have been monitored near the toe of the historic landslide area and where the terrace deposits meet the weathered Ardath Shale. Groundwater elevations have been recorded at about 25 feet above mean sea level height, 12 feet above mean sea level height and 8 feet above mean sea level height (AECOM 2018). The source of the groundwater within the bluff areas is from inland areas. Test pits near the southern margin of the historic landslide at Beacon's Beach showed a flow of several gallons per minute, which was consistent with the release of naturally perched groundwater, combined with free draining low tide backflow to the beach.

2.4.3 Vegetation Communities and Land Cover Types

Vegetation communities were recently mapped by field surveys in winter 2019/20 using nomenclature to match the current "California Natural Community List" (Figure 2; CDFW 2020). Vegetation communities were classified based on site factors, descriptions, distribution, and characteristic species present. Information such as dominant species and associated cover classes, aspect, and visible disturbance factors were also recorded. Vegetation classifications followed Holland, as modified by Oberbauer (2005) and Sawyer and Keeler Wolf (1995).

In general, the predominant native vegetation communities associated with the coastal bluff are adjacent to the trail, in areas that have been planted with the supported species that include bladderpod (*Cleome isomeris*) and California sunflower (*Encelia californica*). Results of the surveys are presented in the Table 1 and Figure 2.

Table 1
Vegetation Community and Land Cover Types

Vegetation or Land Cover Type	Acreage
Diegan Coastal Sage Scrub: Coastal Form	0.02
Maritime Succulent Scrub	0.005
Southern Coastal Bluff Scrub (Disturbed)	0.46
Disturbed Habitat - Ice plant	0.25
Disturbed Habitat - Acacia	0.06
Disturbed Habitat - Russian thistle	0.07
Beach/Sand	0.53
Unvegetated Bluff/Trail	0.31
Totals	1.70

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Diegan Coastal Sage Scrub (Coastal Form)

Coastal sage scrub consists predominantly of low-growing, aromatic, and generally soft-leaved shrubs. Diegan coastal sage scrub is a native plant community characterized by soft, low, aromatic, shrubs and subshrubs characteristically dominated by drought-deciduous species (Oberbauer 2005). This community typically occurs on sites with low moisture availability, such as dry slopes and clay-rich soils that are slow to release stored water. The representative species in this habitat type are California sage (*Artemisia californica*), flat-topped buckwheat (*Eriogonum fasciculatum*), black sage (*Salvia mellifera*), saw-tooth goldenbush (*Hazardia squarrosa*), and laurel sumac (*Malosma laurina*).

Within the Project site, flat-topped buckwheat is present in small amounts.

Maritime Succulent Scrub

This vegetation community consists of low (knee to waist high), open (25-75% cover) scrub dominated by drought deciduous shrubs. The ground is generally bare between the shrubs. Maritime succulent scrub species are found on thin rocky or sandy soils, often on steep slopes of coastal headlands and bluffs. Characteristic species include Shaw's agave (*Agave shawii*), California sage, bush sunflower (*Encelia californica*), San Diego barrel cactus (*Ferocactus viridescens*), California box thorn (*Lycium californicum*), and coastal prickly pear (*Opuntia littoralis*).

Within the mapped maritime succulent scrub area in the Project site, bush sunflower and, to a lesser extent, California box thorn are present.

Southern Coastal Bluff Scrub (disturbed)

Southern coastal bluff scrub is generally dominated by bush sunflower, bladderpod, flat-topped buckwheat, coastal cholla (*Cylindropuntia prolifera*), coastal prickly pear, and at some locations, locally dense areas of California box-thorn.

Southern coastal bluff scrub occurs throughout a majority of the trail portion of the Project site. Onsite, this vegetation type is dominated by bush sunflower (*Encelia californica*); it occurs as a monoculture in many of the southern coastal bluff scrub patches. In areas where other southern coastal bluff species are present, such as bladderpod (*Isomeris arborea*), non-native species are also present. The most common non-native species making this a disturbed vegetation community are hottentot fig (*Carpobrotus edulis*), garland chrysanthemum (*Glebionus coronaria*) and sea rocket (*Cakile maritima*). Removal and maintenance of these non-native species is proposed herein in this Restoration Plan. With persistent maintenance, native plant species are expected to fill in areas of disturbance.

Disturbed Habitat

Disturbed habitat refers to areas that are not developed yet lack vegetation or support non-native species, and generally are the result of severe or repeated perturbation.

The disturbed habitat onsite includes an area that was graded following a landslide and planted in the past. The disturbed areas onsite are dominated by hottentot fig, acacia

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(*Acacia* sp.) and a mix of non-forbs and shrubs that include sea rocket and garland chrysanthemum.

Beach/Sand

Beach refers to areas that are subject to tidal inundation and are generally composed of sand. Beach areas are infrequently tidally inundated, whereas tidal flat or mudflat areas are inundated daily.

Though no beach areas are slated for planting in this Project, the adjacency is noted. Areas that are mapped as beach are lacking vegetation.

Unvegetated Bluff/Trail

The bare portion of the Project site refers to the parking lot at the top of the bluff that provides for day-use parking. The trail section of the Project site refers to the dirt switchback trail that allows for coastal access to the beach.

2.4.4 Wildlife

The habitat within the Project area supports a minimal number of common wildlife species found in coastal locations and within disturbed and/or urbanized areas. This is expected, as the habitat within the Project site lacks cover and structural diversity and is dominated by non-native species providing relatively few resources for wildlife. Typical wildlife species commonly observed on site include California gull (*Larus californicus*), American crow (*Corvus brachyrhynchos*), black phoebe (*Sayornis nigricans*), and house finch (*Carpodacus mexicanus*). Reptile species that are likely to occur include western fence lizard (*Sceloporus occidentalis*), side-blotched lizard (*Uta stansburiana*), and potentially gopher snake (*Pituophis melanoleucus*). Common species of mammal have been observed in upland parts of the site including brush rabbit (*Sylvilagus bachmanii*) and California ground squirrel (*Spermophilus beecheyi*). Other mammals adapted to living in areas near human disturbance, such as striped skunk (*Mephitis mephitis*) and Virginia opossum (*Didelphis virginica*), may also occur on the site.

A number of bird species use the adjacent intertidal areas. Within the shorebird group, the most common species include California gull, western sandpiper (*Calidris mauri*), willet (*Tringa semipalmatus*), and whimbrel (*Numenius phaeopus*), and in offshore areas California brown pelican (*Pelecanus occidentalis*), Caspian tern (*Hydroprogne caspia*), and double-crested cormorant (*Phalacrocorax auritus*) are often observed.

2.4.5 Special-Status Species

Special-status species are those species that have been afforded special recognition by Federal, State, or local resource agencies or organizations. Special-status species are defined as meeting one or more of the following criteria: listed as threatened or endangered or candidates for future

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listing as threatened or endangered under the federal Endangered Species Act (FESA) or California Endangered Species Act (CESA); listed as species of concern by CDFW; bird species identified by the Service as Birds of Conservation Concern (USFWS 2008) plant species considered by the CNPS to be “rare, threatened, or endangered in California” (California Rare Plant Rank 1A, 1B, and 2, as well as CRPR 3 and 4 plant species); a plant listed as rare under the California Native Plant Protection Act; or a plant considered a locally significant species, that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region or is so designated in local or regional plans, policies, or ordinances including Multiple Species Conservation Program (MSCP).

No special-status species were observed in or adjacent to the Project site. There is no suitable habitat on or near the Project that could support California least tern (*Sternula antillarum browni*) or western snowy plover (*Charadrius nivosus nivosus*), which are both special status species found to nest, roost or forage on an Encinitas beach in the southern portion of the City (USFWS 2012).

3 SITE OPPORTUNITIES AND CONSTRAINTS

Installation of the Project shall be conducted by hand and in areas that are heavily disturbed with non-native species, therefore only a handful of constraints challenge the successful implementation of the Project. Table 2 discusses various potential constraints and how they may relate to the success of the proposed restoration activities.

Table 2
Opportunities and Constraints Related to the Installation of the Restoration Plan

Category	Specific Issue	Design Consideration
Hydrology/Groundwater	Location suitable for habitat restoration	Once established, native species adapted to maritime conditions will be supported by natural rainfall, fog and mild climactic conditions that are present on the coast. Additionally, the presence of perched groundwater will significantly contribute to the development of the planted/seeded species once plants are established in the first two years.
Existing Conditions	Existing conditions can be categorized as largely degraded due to slides and the presence of non-native species	Currently the site supports primarily non-native annual plant species. Once restored, the native species should be able to develop with maintenance and proposed restoration tactics. The site shall remain relatively undisturbed due to the relative isolation of the site from adjacent areas and difficult public access outside of the trail.
Accessibility	Constructability is feasible without new construction access	The site has suitable access for installation, staging, and transport of materials and workers.
Native plant establishment	Native plants will be outcompeted by non-natives	The planting program is designed to be adaptive by splitting the installation of the restoration site into two years. Container plant selection, seeded species and watering schedules can be adjusted to account for the best tactic in establishing the native plants.

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Long term maintenance and management	Site is located within City leased areas, owned by the California Department of Parks and Recreation	A coastal bluff vegetation management guide is currently being developed to aid in directing the management of coastal bluffs in Encinitas. Long-term management shall be the responsibility of the City and shall be guided by the vegetation management guide. A Coastal Conservancy grant may enable a long-term monitoring program at the Project site.
Special-status species	Special-status species may be disturbed during Project installation	No special status species are known to occur in the Project area or in adjacent areas. The Project will be installed by hand, using hand tools, thereby minimizing noise or accidental disturbance to any wildlife. The Project will have beneficial effects for special-status species after construction.

Currently, non-native annual herbaceous plants dominate the Project site, leaving the loose topsoil susceptible to erosion from storm water and wind desiccation. Annual plant material provides very little erosion control as the vegetation is only available a short period of the year and the shallow roots decay rapidly. Thus, the Project seeks to enhance the function of the existing foliage onsite with perennial container plantings and seeds from native southern coastal bluff scrub species that are often both long-lived and deep rooted.

The southern coastal bluff scrub vegetation community is comprised of plant species that are specially adapted to exist in the difficult onsite conditions and falls within the General Plan planting requirements. Some plants go dormant during the dry period to avoid desiccation, which after establishment will be advantageous since the Project does not support permanent irrigation. Other southern coastal bluff scrub species have adaptations that include sclerophyll and/or small foliage that efficiently shed heat. The reduced surface area and fewer stomata reduce the evapotranspiration rate.

The plants in the southern coastal sage scrub plant palette (Section 4.2.1) have been selected to account for the extreme conditions of the site. As the Project site is west facing with no shade, plants with light colored or gray leaves will have an advantage since light colors reflect heat and absorb less light energy. Additionally, long-lived, woody shrubs that develop long tap roots will have an advantage in their ability to obtain water from deep sources. Deep rooted species are especially ideal to this site due to consistent groundwater flow. These species are anticipated to improve the perched groundwater flows, by utilizing the available water through uptake and transpiration (Acharya et al 2018). Less woody species, such as deerweed or black sage, have vast lateral root systems nearer to the surface. This adaptation allows plants to capitalize on dense fog or light precipitation events. These long-lived lateral roots are advantageous as they help retain soil and reduce erosion. Even during drought, many native shrubs and plants will be able to maintain relatively high-water potential through roots that extend a dozen feet below the surface.

4 RESTORATION PROJECT DESCRIPTION

4.1 Goals and Objectives

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The overall goal of the restoration program is to create self-sustaining native southern coastal bluff scrub habitat that will stabilize soils, lessen erosion along the bluff and trail, and enable continued access to Beacon's Beach along the existing trail. To achieve this goal, a series of restoration activities described herein and depicted in Figure 3 are planned and include:

- Planting and establishment of native plant species in place of non-native species;
- Planting and/or seeding of bare coastal bluff areas to minimize surface erosion from wind, rain and groundwater leaching;
- Beautification of the coastal bluff with native, flowering plant species.

4.2 Planting Program

The planting program is designed to be adaptive by splitting the installation of the restoration site into two years. In Year One, the proposed container plants and hydroseed species shall be planted in half of the restoration area, approximately 0.7 acre. The remaining 0.7 acre will be weeded and maintained. In Year Two, the approach will be consistent with that of Year One, but restoration will be performed on the remaining 0.7 acre that was only weeded during Year One, and container plant and seed palettes will be modified based on what was most successful during the first year on the other half of the Project site.

4.2.1 Plant Palette

Given the highly challenging conditions of the Project site, selection of plant material required careful consideration. A detailed planting list was created and based on the following criteria:

- Native to San Diego County or southern California, preferably species known to occur naturally on coastal bluff environments;
- Species that will tolerate the hot, windy, dry, and sandy conditions on the bluff and that will survive with no supplemental watering after establishment;
- Species that will tolerate alkaline soils;
- Species with spreading, dense vegetative structure that will protect against raindrop impact and interrupt the overland flow of water down the slope;
- Species with extensive root systems that will help stabilize soil conditions;
- Species that would improve the aesthetic character of the slope.

Table 3 details the selected plants and seed for restoration of the bluffs. The selected species are commonly supported in southern coastal bluff scrub vegetation communities (Oberbauer 2005).

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Table 3
Southern Coastal Bluff Scrub Planting and Seed Palette

Botanical Name	Common Name	Minimum PLS	Pounds per Acre	
<i>Acmispon glaber</i>	deerweed	65.67%	2	
<i>Deinandra fasciculata</i>	tarweed	7.20%	2	
<i>Encelia californica</i>	bush sunflower	31.97%	3	
<i>Eschscholzia californica</i>	California poppy	73.72%	2	
<i>Frankenia salina</i>	Alkali heath	1.46%	1	
<i>Lasthenia californica</i>	goldfields	55.11%	2	
<i>Lupinus arboreus</i>	bush lupine	74.62%	1	
<i>Lupinus bicolor</i>	miniature lupine	92.44%	2	
<i>Plantago erecta</i>	dot-seed plantain	85.70%	1	
<i>Salvia apiana</i>	white sage	11.16%	2	
<i>Salvia mellifera</i>	black sage	66.84%	2	
		Total Pounds per Acre	20	
Botanical Name	Common Name	Container Plants	Average Spacing (feet on center)	Percent of Planted Area
<i>Acmispon glaber</i>	deerweed	1 gallon	4	3.18%
<i>Agave shawii</i>	Shaw's agave	1 gallon	3	1.25%
<i>Artemisia californica</i>	California sagebrush	1 gallon	4	3.18%
<i>Atriplex canescens</i>	four-wing saltbush	1 gallon	6	7.15%
<i>Elymus condensatus</i>	giant wild rye	1 gallon	4	2.86%
<i>Encelia californica</i>	bush sunflower	1 gallon	5	4.47%
<i>Eriogonum fasciculatum</i>	buckwheat	1 gallon	3	1.78%
<i>Eriogonum parviflorum</i>	coastal buckwheat	1 gallon	3	1.78%
<i>Euphorbia misera</i>	cliff spurge	1 gallon	3	1.43%
<i>Isocoma menziesii</i>	coast goldenbush	1 gallon	5	4.97%
<i>Leptosyne maritima</i>	sea dahlia	1 gallon	3	1.61%
<i>Lycium californicum</i>	box thorn	1 gallon	5	4.97%
<i>Peritoma arborea</i>	bladder pod	1 gallon	6	6.44%
<i>Rhus integrifolia</i>	lemonade berry	1 gallon	6	5.72%
<i>Salvia apiana</i>	white sage	1 gallon	4	2.86%
<i>Yucca schidigera</i>	Mojave yucca	1 gallon	4	<1%

4.2.2 Planting Layout

To ensure adequate establishment and balanced representation of each species within each habitat, plantings will occur in groupings. Specifically, each species will be planted in groupings of three-

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to-four individuals in a reasonably random grouping pattern within the planting zones. To ensure that large monoculture plant groupings do not result in this design, each species grouping cannot occur immediately adjacent to another grouping of the same species. This method should result in a random patchwork of each species across each habitat zone. Initially, these plantings will appear sparse, but plantings are expected to establish quickly and naturalize within two to three years to form cover typical of the coastal bluff habitats.

Most of the plant material will be provided in one-gallon pots, which have been successfully used before in bluff restoration projects. All plants will be planted in holes of sufficient depth to accommodate the root mass and any attached soil. Holes will then be backfilled with native soil. Care will be taken to ensure that the entire root mass is buried and not exposed to air and sunlight. The site is highly infested with California ground squirrel so herbivory control will be implemented in the form of cages.

For the 0.7 acre being planted in Year One a total of 700 container plants is proposed for installation. The container plants will be one-gallon size, and have the appropriate soil amendments (compost humus and fertilizer packs) installed in the backfill. All container plant locations will have pin flags installed with a different color representing each species in order to track survivability over the course of the Project.

4.2.3 Seeding

All seeds will be clearly labeled showing type of seed, test date, the name of the supplier, and percentage of the following: pure seed, crop seed, inert matter, weed seed, noxious weeds, and total germination content. Labels for each seed delivered to the site will be inspected and approved by the contractor Project Manager and/or City Project Manager prior to mixing and application. All mixes are to include the specified seed mix at the prescribed rates per acre; wood fiber hydromulch at 2,500 pounds per acre; 400 lbs/acre of slow release nitrogen fertilizer; and a commercial binder (Az-Tac or equivalent) at 150 pounds per acre. All material will be delivered to the site in original, unopened containers bearing the manufacturer's guaranteed analysis. All seed mixes will be stored in a dark, cool place and not be allowed to become damp. Installation between the months of October to January are necessary for allowing establishment during the cooler and wetter time of the year. While the initial seed application is proposed to consist of hydroseeding, additional seed may be hand broadcast, should the seed not be available at the time of initial hydroseed installation. The contractor shall consult the City if a given species on the plant palette will not be available for inclusion into the initial hydroseed mix. The seed mix will be applied only on 0.7 acre in Year One. If seeding is successful as determined by the observance of seed sprouts, the same seed mix shall be applied to the remainder of the restoration area. If specific species are unsuccessful onsite, the hydroseed mix shall be adjusted.

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4.2.4 Irrigation/Watering

Irrigation will be provided by a pressurized water truck. The water truck will be used to provide supplemental water to the restoration sites until plantings have become established in Year One and Year Two. Irrigation will be phased out gradually depending on the local weather conditions during the establishment period (e.g., after the first one or two growing seasons).

All container plants will be irrigated immediately after planting. All hydroseed will be reliant on natural rainfall to supplement germination and growth; watering will only be applied in container plant basins. The amount of water and duration of irrigation will be determined by the contractor and approved by the City geologist. Each watering episode will allow for deep penetration of the water into the soil. Deep soaking of the soil will promote good root development and will enhance survivorship of container stock. Irrigation will be provided on an as-needed basis for a minimum of the first two years after planting. The need for irrigation to continue beyond the first two years will be evaluated by the City in consultation with the contractor and based on the overall survival and vigor of the planted material.

4.2.5 Erosion Control and Water Quality Protection

Soil disturbance will be avoided to the greatest extent possible during all weed controls efforts. The contractor shall implement best management practices (BMPs) to protect water quality, air quality, and biological/wildlife resources. Additionally, BMPs will be installed as-needed to stabilize steep and bare areas of the bluff.

The Project site is 1.4 acre (or 1.7 acres including the access/staging area on the beach sand). Half of the site (0.7 acre) will be restored in Year One, while the other half will receive weed control and maintenance, but no planting or seeding until Year Two. Disturbing only half the site at a time lessens the need for more extreme erosion control and allows for adaptive restoration and management of the site. No site disturbance or grading of the site shall occur and only hand tools will be used to remove and/or plant container species. The Construction General Permit does not apply to this Project site and a stormwater pollution prevention plan (SWPPP) will not need to be prepared.

4.3 Installation Methods

This section describes the installation methods and hand-held tools and equipment that could be used for the restoration.

4.3.1 Mobilization and Vegetation Removal

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Prior to installation, all areas to be planted will be cleared of non-native species, with the resulting brush, trash and debris disposed of in a safe and legal manner. Existing native coastal bluff scrub will be avoided to the extent possible. Roots from the non-native species will be left intact to provide soil stabilization. Non-native species control will be accomplished using a combination of manual removals and targeted herbicide applications, as appropriate and per City herbicide application guidelines. Soil disturbance will be avoided to the greatest extent possible during all weed control methods. Non-native species removal will be done prior to the rainy season. At the start of the Project during the initial clearing, seed heads will be removed from plants and bagged to prevent dispersal.

4.3.2 Access Routes

Water trucks, crew vehicles and other equipment transporting material to the Project site would utilize Leucadia Blvd and Neptune Avenue. Staging areas would be in the southern portion of the parking lot, eight parking spots will be fenced off for staging purposes. A nearby fire hydrant will be used to fill the water truck for watering events which will reduce surface street traffic.

4.3.3 Installation Activity Timelines and Environmental Constraints

The timing and phasing of the various installation activities are important considerations in restoration planning. Installation between the months of October to January are ideal for allowing establishment during the cooler and wetter time of the year. The site would be cleared of targeted non-native species first. Stormwater BMPs such as biodegradable jute netting, straw wattle, and biodegradable gravel bags will be installed to stabilize steep and bare areas of the bluff. A combination of hydroseeding and planting would begin upon completion of preparation work. The hydroseed will act as another form of erosion control in both the short and long term, as seedlings begin to grow and become established.

Table 4
Preliminary Installation Schedule

Activity	Start Date	Finish Date	Duration
Acquiring plant, seed, and site materials	9/7/2020	9/25/2020	3 weeks
Set up staging area	9/21/2020	9/25/2020	1 week
Kickoff/Mobilization	10/5/2020	10/9/2020	1 week
Invasive control	10/12/2020	10/16/2020	1 week
Hydroseeding/Planting	10/19/2020	10/23/2020	1 week

The contractor would follow local jurisdiction time restrictions for hand-held equipment operation. It is anticipated that installation activities would take place Monday through Friday from 7AM to

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5 PM. Work may not occur on holidays, depending on the contractor and local jurisdiction restrictions. In addition, construction activities would be scheduled around the bird nesting season, which generally runs from February 1 to September 15, and the start of the rainy season. Beach and trail access will remain open throughout the Project duration.

4.4 Management and Maintenance Requirements

4.4.1 Non-native and Invasive Species Control

Following installation of container plants and seed, the contractor will perform regular maintenance and watering at the Project site. Maintenance will occur on a monthly basis to control non-native species, repair/replace BMPs, and remove trash/debris.

Control of non-native, invasive plant species is species-specific and dependent upon the level of invasiveness. Table 4 details the observed and documented non-native and invasive species present onsite (Calflora 2020). Due to the small size of the Project site, all non-native species will be targeted for removal Year One. As the Project progresses and native plants begin to establish in Year Two, targeted removal will be reduced to non-native, invasive species. Weeds will be controlled prior to seed set if possible. In steeper areas of the bluff, weeds will be sprayed and allowed to desiccate in place to prevent soil disturbance.

Table 5
Targeted Weed Species

Plant species	Non-native	Invasive
<i>Atriplex semibaccata</i>	Yes	Yes
<i>Cakile maritima</i>	Yes	Yes
<i>Carpobrotus edulis</i>	Yes	Yes
<i>Chenopodium murale</i>	Yes	No
<i>Glebionis coronaria</i>	Yes	Yes
<i>Limonium ramosissimum</i>	Yes	No
<i>Limonium sinuatum</i>	Yes	No
<i>Nicotiana glauca</i>	Yes	Yes
<i>Raphanus sativus</i>	Yes	Yes
<i>Salsola australis</i>	Yes	Yes
<i>Salsola tragus</i>	Yes	Yes
<i>Tetragonia tetragonoides</i>	Yes	No
<i>Tropaeolum majus</i>	Yes	Yes

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

5.0 PROJECT SUCCESS

The success of the Project shall be evaluated on the following objectives:

- Native plant community is self-sustaining (supports itself with natural water and nutrient sources) and self-maintaining (successfully produces seedlings);
- Provides bluff stability based on visual observation of erosion (ruts and rivulets);
- Improves the Project site visually by adding long-lived woody and perennial native plant material to the site that will provide coverage and bloom opportunities throughout the year;
- Provide an example to coastal bluff owners, encouraging the use of native plants for private bluff enhancements;
- Restoration accomplished in a reasonably timely fashion without restricting access;
- Provides maximum overall ecosystem benefits, providing regionally scarce habitat and potential for local ecosystem diversity;
- Meets or exceeds requests made by the public through public workshops to beautify and restore the site with native, visually stimulating species.

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

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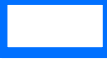



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Beacon's Beach Coastal Bluff Conceptual Restoration Plan

Figures 1 – Project Vicinity Map



Legend

- Overall Project Area:
1.2904 Acres**
-  Project Area
 -  Project Location
 -  Parcels
 -  Beacons Boundary



C i t y o f E n c i n i t a s

Date of Map Production:
July 2020

By Encinitas GIS Division

This map was produced by the City of Encinitas GIS and is designed for internal use only. The map is based on the best data available at the time of production and is not guaranteed to survey accuracy. City of Encinitas, SanGIS, SANDAG and other data are represented.

Coordinate System:
California State Plane Feet, Zone 6
Datum: NAD83

Proprietary information: Access to and use of this information is restricted by a sublicense agreement. No sale, transfer license, or assignment of this information is permitted.



0 60 120 Feet

Figure 1: Vicinity Map

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

Figure 2 – Vegetation Community Map



Figure 2: Vegetation Community Map

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

Figure 3 – Conceptual Restoration Map



Figure 3: Conceptual Restoration Map

Beacon's Beach Coastal Bluff Conceptual Restoration Plan

APPENDIX A

**Operating Agreement for Moonlight and Leucadia State Beaches
California State Parks 2008**



Operating Agreement

with

The City of Encinitas

for

Moonlight and Leucadia State Beaches

STATE OF CALIFORNIA – RESOURCES AGENCY

DEPARTMENT OF PARKS AND RECREATION

CONCESSIONS DIVISION

1416 NINTH STREET, 14TH FLOOR

SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

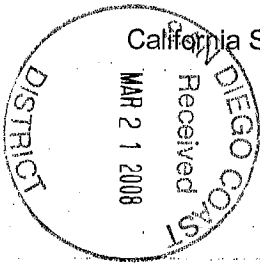
Moonlight and Leucadia State Beaches

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OPERATING AGREEMENT

with

The City of Encinitas

for

Moonlight and Leucadia State Beaches

THIS OPERATING AGREEMENT (Agreement), by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the City of Encinitas, hereinafter referred to as "**City**".

WITNESSETH:

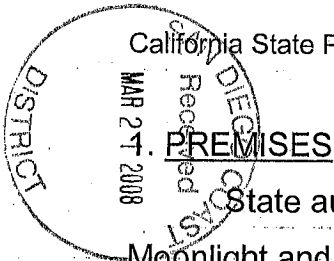
Whereas, pursuant to the provisions of Section 5080.30, et seq., of the California Public Resources Code, State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, development and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Moonlight and Leucadia State Beaches located within San Diego County; and

Whereas, State and City desire to enter into an Agreement to provide for the development, operation, control, and maintenance of Moonlight and Leucadia State Beaches by the City; and

Whereas, the Legislature in the Budget Act of 2006/2007 has authorized the State and the City to enter into said agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:



PREMISES

State authorizes the City to develop, operate, control, and maintain Moonlight and Leucadia State Beaches as shown in "Exhibit A" (Moonlight) and "Exhibit B" (Leucadia), attached and hereby made a part hereof, hereafter "Premises". The City agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than the City and State.

2. TERM

The term of this Agreement shall be for a period of 20-years and shall commence on October 1, 2009 and end on September 30, 2029. However, this Agreement shall not be effective until the first of the month following approval by the State of California, Department of General Services. Should the City hold-over after the expiration of the term of this contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this contract subject otherwise to all the terms and conditions of this contract.

CITY may request to extend the term of this agreement for an additional twenty (20) year period, at the sole discretion of the STATE. Notification of said exercise option shall be submitted to STATE in writing at least eighteen (18) months prior to the termination date of this agreement.

3. USE OF PREMISES

The City agrees to develop, operate, control, and maintain the Premises as a recreational beach park with related concessions and/or other

facilities accessible and subject to the use and enjoyment of the general public. Three documents provide general direction for the development and management of these beaches, including the State Park General Plan for Leucadia SB adopted in 1983 (exhibit C) and for Moonlight SB adopted in 1984 (exhibit D) and the 1996 MOU (exhibit E) between the City and State regarding Management and Development of Moonlight SB. These three documents are hereby incorporated by reference. In addition, management is governed by State Commission policies and federal, state, and local government statutes, laws, and regulations.

- A. Upon written permission of State, the City may improve the Premises by constructing and operating public facilities, concessions, or other general improvements in accord with the General Plan for these park units adopted July 1984.
- B. The City may adopt rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by The City shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the Department of Parks and Recreation. The Premises shall not be used for any purpose other than those permitted by this Agreement.
- C. The City shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the State.

4. CONSIDERATION

- A. In consideration of the services to be performed by the City pursuant to this Agreement, State hereby authorizes the use of the Premises by the City on a rent-free basis on the condition that the City exert a good faith effort in performing the terms and conditions of this Agreement. In the event that the City fails to perform in good faith, the Premises shall revert back to the State, at State's option, and State shall

have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

B. Any income to the City derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the development, renovation, operation, and maintenance of lands and/or facilities located within Moonlight and Leucadia State Beaches. Any such portion of income as may exceed costs and expenses shall be remitted to State in accordance with Section 5080.32 (b) (2) of the California Public Resource Code.

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. At no cost or expense to State, the City may undertake new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities subject to prior written approval by State. In the event that the City desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), written approval by State shall be obtained in the conceptual plan stage, and prior to the commencement of any Alterations, All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Review of such will be documented through the State's Project Evaluation Form (PEF) process. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable state and federal laws, rules and regulations.
- B. Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, the City shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional

manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of the City, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. The City shall comply with public bidding requirements as set forth in the California Public Contract Code.

For all non-maintenance, infrastructure Alterations erected on the Premises by the City, upon completion of construction, the City shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens; (4) submit an accounting of the cost for Alterations, excluding equipment and trade fixtures that are the personal property of the City; and (5) submit proof of full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles I, II and III.

C. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to the City. The City agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to the City, that the City must remove any Alterations that are peculiar to the City's use of the Premises and are not normally required or used by the State and/or future occupants of the Premises. In this event, the City shall bear the cost of restoring the premises to their condition prior to the installation of the Alterations.

6. MAINTENANCE OBLIGATIONS OF CITY

- A. During the term of this Agreement and at the City's own cost and expense, the City shall maintain and operate the Premises including equipment, personal property, and Alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, wholesome, and sanitary condition. During the term of this Agreement it shall be the the City's responsibility to insure that the Premises are maintained. All maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.
- B. Should the City fail, neglect, or refuse to undertake and complete any maintenance necessary to maintain health and safety of the premises, to the satisfaction of the State, the State shall have the right to perform such maintenance or repairs for the the City. In this event, the City shall promptly reimburse State for the reasonable cost thereof, provided, however, that State shall first give the City ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. The City hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.
- C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give the City reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. CONCESSIONS

Subject to prior written approval by State, the City may grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code. All concession contracts shall be subject to the requirements of the California Public Resources Code Section 5080.02 et seq. and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploit public lands for commercial purpose shall be granted by the City. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to the City.

8. TAXES

The City, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. The City and/or any concessionaire engaged by the City shall pay all lawful taxes, assessments, or charges that may be levied by the State, County, City, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that the City and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of the City and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures,

appliances, equipment, and property owned by the City and/or any concessionaire in or about the Premises.

9. RECORDS AND ACCOUNTS

- A. At all times during the term of this Agreement, the City shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by the City in relation to concessions, events, special services, capital improvement and all other matters incident to the development, control, and operation of the Premises. The City shall report said income and expenditures to State in a manner acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, the City shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.
- B. The City shall provide State with a report of annual (using same reporting period as defined in 9A) attendance that includes a reasonable monthly estimate of the number of visitors and vehicles to the park units, to be included in the aforementioned annual report.
- C. The books, records, and accounts applying to the operation of the Premises and kept by the City shall be open for audit or inspection by State at all reasonable times. All records shall be kept by the City for a period of at least four (4) years. The City shall be subject to State's audit requirements and remedies as set forth herein.

10. UTILITIES AND SERVICES

The City shall be responsible for all expenses resulting from utilities supplied to the Premises. The City shall be responsible for distribution systems and all related expenses within the Premises.

11. INSURANCE

- A. Liability Insurance: At its sole expense, the City agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less ONE MILLION DOLLARS (\$1,000,000) for injuries to person or persons; not less than ONE MILLION DOLLARS (\$1,000,000) for property damage; and said limits shall be per occurrence and shall be adjusted annually to reflect changes in the prior year's Consumer Price Index (CPI).
- B. Fire Insurance: Fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether furnished by State or constructed upon the Premises by the City and/or any concessionaire, in an amount equal to the full replacement cost and/or value thereof. This policy shall contain a replacement cost endorsement naming the City and/or any concessionaire as the insured provided that if there is a lender on the security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.
- C. State agrees that the City, at the City's option, may self-insure the coverage's required by this Paragraph.
- D. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable

interests of the State including, but not limited to, the Premises and all contents as follows:

- 1) State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned;
- 2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. No cancellation provision in any insurance policy shall diminish the responsibility of the the City to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, the City shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this paragraph, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, the City shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

E. The City agrees to impose the foregoing insurance requirements on any and all concessionaires and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

12. HOLD HARMLESS AGREEMENT

The City shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorneys fees, experts

fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by the City, or in any way related to the performance of this Agreement by the City, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall the City be obligated to defend or indemnify State with respect to the sole negligence or willful misconduct of State, its employees, or agents (excluding the City herein, or any of its concessionaires.).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify the City of such fact and the City shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and the City because of the concurrent negligence of State and the City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

13. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking except that CITY shall receive out of said award the value of any improvements less depreciation, then existing and constructed by CITY, except for: (a) improvements erected with funds realized through income from the premises, and (b) improvements, the costs of which CITY has been paid or reimbursed by STATE through grants or other sources. Value shall be determined by said proceedings taking into consideration the terms of this Agreement.

14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by the City without obtaining the prior written consent of State.

15. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Superintendent, San Diego Coast District
4470 Pacific Highway
San Diego, CA 92110
(619) 688-3269

City: The City of Encinitas
Director of Parks and Recreation
505 South Vulcan Avenue
Encinitas, California 92024
(760) 633-2740

Copy to: Department of Parks and Recreation
Chief, Concession and Reservations Division
P.O. Box 942896
Sacramento, California 94296-0001

16. DEFAULTS AND REMEDIES

Either party may terminate this Agreement for breach by the other party upon giving the other party written notice at least sixty (60) days prior to said termination date.

In the event of any breach of this Agreement by STATE, CITY shall notify STATE in writing of such breach, and STATE shall have thirty (30) days in which to initiate action to cure said breach.

In the event of any breach of this Agreement by CITY, STATE shall notify CITY in writing of such breach, and CITY shall have thirty (30) days in which to initiate action to cure said breach. Upon an event of default by the City, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to City. In such event, State shall be entitled to all rights and remedies at law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises, and compensation for all detriment proximately caused by the City's failure to perform its obligations under this Agreement.

17. TERMINATION

A. Notwithstanding the provisions of Paragraph 16, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason.

The party who wishes to terminate the Agreement shall give written notice of its intention no later than three hundred sixty five (365) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that the State is the party choosing to terminate the Agreement, the State shall pay to the City on the termination date a sum of money equal to the depreciated cost of the improvements installed or constructed upon the Premises by the City with the following exceptions,

(a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which the City has been paid or reimbursed by State through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where State terminates this Agreement for any breach on the part of the City. In the event of breach, bankruptcy, insolvency, abandonment, or termination of Agreement upon the City's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the State.

C. State may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State.

18. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, the City shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that the City is obligated to remove. The City shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If the City fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Paragraph, the City shall hold State harmless for all damages resulting from the City's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if the City remains in possession of the Premises with State's express consent, such possession by the City shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

19. REAL PROPERTY ACQUISITION

It is understood and agreed to by the parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior written approval of State.

20. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

The City shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. The City acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and building standards.

21. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability, (mental and physical) including HIV and AIDS.

The City shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2,

§7285.0 et seq.). The City shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The City shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

In the event of violation of this paragraph, State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by CITY.

22. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of the City under this Agreement, and without limiting the City's responsibility under this Agreement for compliance with all laws, the City shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which the City is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, the City also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at the City's sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

23. UNION ORGANIZING

The City shall not use the Premises to hold a meeting with any employee(s) or supervisor(s) if the purpose of the meeting is to assist, promote, or deter union organizing. This provision does not apply if the Premises are

equally available, without charge, to the general public for holding a meeting. Breach of this provision shall subject the City to civil penalties and damages pursuant to California Government Code §§ 16645.5 and 16645.8.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the City does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the City within the two-year period immediately preceding the date of this Agreement because of the City's failure to comply with a federal court order that the City shall comply with an order of the National Labor Relations Board.

25. DRUG-FREE WORKPLACE

The City agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21, Drug-Free Workplace Certification, attached hereto as **Exhibit "F"** and made a part of this Agreement.

State cannot agree to removal of Env Awareness and Res Prot statements

26. HAZARDOUS SUBSTANCES

- A. On the Premises the City shall not:
 - 1) keep, store, or sell any goods, merchandise, or materials that are generally considered explosive or hazardous;
 - 2) carry on any offensive or dangerous trade, business, or occupation;
 - 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
 - 4) do anything other than is provided for in this Agreement.
- B. Nothing in this paragraph shall preclude the City from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care,

maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. The City shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the the City's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, The City shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where the City is found to be in breach of this provision due to the issuance of a government order directing the City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by the City or any person acting under the City direct control or authority, the City shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming the City, or the City incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the City's obligations and occupancy under this Agreement, or prior agreements or that were not directly caused by the City, the State shall be solely responsible as between the City and State for all expenses and efforts in connection therewith, and State shall reimburse the City for all reasonable expenses actually incurred by the city therewith.

ADA signage must be reviewed, State Park logo must appear on all permanent signage.

27. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, trademarks, and/or copyrights developed during and/or pursuant to this Agreement that in any way associate, identify, or implicate an affiliation with California State Parks shall be approved by State for use, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement.

Any works developed by the City pursuant to this Agreement, including all related copyrights and other proprietary rights therein, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Agreement. Upon request, the City shall deliver to State the disk or tape that contains the design files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology, and shall specify the supplier of the software and hardware necessary to use said design files. The City intends and agrees to assign to State all rights, title, and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

The City warrants that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible property deliverable to State in connection with this Agreement, and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.

The City agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without (1) obtaining State's prior written permission, and (2) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly

and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.

The City further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. The City agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights or any other statutory protection in such work product including an assignment of copyright in all deliverables. The City further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

The City, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. The City shall pay all costs, expenses, losses, damages, judgments, and claims including reasonable attorney's fees, expert witness fees, and other costs.

28. CHILD SUPPORT COMPLIANCE ACT

A. The City recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge the City is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. USE OF CHEMICALS AND PESTICIDES

All pesticide and chemical work performed shall be in compliance with all Federal, State County and City regulations. All chemical work shall be performed using California EPA approved chemicals and under a written Pest Control Recommendation as required by the Department of Pesticide Regulations. All applications of chemicals shall be performed by a qualified applicator or qualified operator per the Department of Pesticide Regulations. All reporting of chemical use shall be in compliance with the Department of Pesticide Regulations.

30. DISPUTES

The City shall continue with any and all responsibilities under this Agreement during any dispute.

31. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

32. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

33. AGREEMENT IN COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed an original.

34. AGREEMENT IN WRITING

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered,

modified, limited, or extended orally or by any Agreement between the parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and the City or their successors in interest.

35. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

36. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of who shall be jointly and severally liable hereunder.

37. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

38. TIME OF ESSENCE

Time shall be of the essence in the performance of this Agreement.

39. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

40. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the the City shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

41. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

42. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the City and the agents and employees of the City shall act in an independent capacity and not as officers or employees or agents of the State.

43. MODIFICATIONS AND APPROVAL OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This

Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF ENCINITASBy: [Signature]Title: City ManagerDate: 3-28-08By: [Signature]Title: City AttorneyDate: 3-28-08By: [Signature]Title: MayorDate: 3/27/2008**STATE OF CALIFORNIA
CALIFORNIA PARKS AND RECREATION**By: [Signature]Title: DirectorDate: 4/14/08By: [Signature]Title: City ClerkDate: 3/28/08

APPROVED:
DEPARTMENT OF GENERAL SERVICES:

[Signature]